(199) (pages 01 to 90)

# BANGALORE METRO RAIL CORPORATION LIMITED

## TENDER DOCUMENT

## Petty Repair Works in Reach-2 Section from Krantiveera Sangolli Rayanna (BRCS) Ramp to Vijaynagar (VJN) Stations.

## TENDER NO.BMRCL/……/……/WORK_INDENT

## Volume 1

## QUALIFICATION CUM TECHNICALPACKAGE

## AUGUST 2024

**BANGALORE METRO RAIL CORPORATION LIMITED**
III Floor, BMTC Complex, K H Road, Shanthinagar
Bangalore – 560 027
Karnataka, India

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## KEY DETAILS OF TENDER

| **Tender No: BMRCL/……/……/WORK_INDENT……** *(File no. C-40205.)** | | |
|---|---|---|
| **Name of Work: Petty Repair Works in Reach-2 Section from Krantiveera Sangolli Rayanna (BRCS) Ramp to Vijaynagar (VJN) Stations.** | | |
| **Sl.No** | **Description** | |
| 1. | Estimated Value of Work | INR 90,24,273 /- (Rupees Ninety Lakhs Twenty Four Thousand Two Hundred and Seventy Three Only) |
| 2. | **Earnest Money Deposit/ Tender Security** | **Rs.** 1,80,485 /- ( Rupees One Lakh Eighty Thousand Four Hundred and Eighty Five Only) |
| 3. | Completion period of works | 12 Months |
| 4. | Download of Tender documents | Tender documents to be downloaded from Karnataka Public Procurement Portal (e-Procurement Portal: https://kppp.karnataka.gov.in/) from …… |
| 5. | Last Date of Seeking Clarification | As per Date and Time specified in e-Procurement Portal. |
| 6. | Pre-bid meeting | As per Date and Time specified in e-Procurement Portal. |
| 7. | Date and Time of submission of Tender | As per Date and Time specified in e-Procurement Portal. |
| 8. | Date and Time of opening of Tender (Qualification cum Technical Package)# | As per Date and Time specified in e-Procurement Portal. |
| 9. | Date and Time of opening of Tender (Financial Package) | will be intimated to the Qualified Tenderers through e-Procurement Portal. Tenderers to trace the same. |
| 10. | Place of Opening of Tenders(Qualification Cum Technical Package & Financial Package) | The opening of the Qualification Cum Technical Package and Financial package shall take place online through e-Procurement Portal. |
| 11. | Address for communication | The Dy. General Manager (SSM-L1)<br>Bangalore Metro Rail Corporation Ltd.,<br>Admin Building, Baiyappanahalli Depot,<br>S V Road, Bangalore – 560 038,<br>Karnataka, India.<br>Ph No : +91 9449952780<br>Fax No: 080-25191114<br>E.mail : vijayakumardyce@bmrc.co.in |

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# SECTION 1: NOTICE INVITING TENDER ( NIT )

NIT No: BMRCL/……/……/WORK_INDENT…… Date.00-00-2024

1. Bangalore Metro Rail Corporation Ltd (BMRCL) invites Tenders (Single stage - Two Cover system) from eligible Domestic Tenderers, having work experience in any Central Govt / State Govt / PSU's / Govt bodies / MES/ Railway / CPWD / KPWD / All metro Corporation Ltd/ or the works detailed in the Table below, through Karnataka Public Procurement Portal (e-procurement Portal).This Tender is a 'Percentage Tender

| Tender No. | Name of work | Estimated value of work (Rs.) | Tender Security / EMD(Rs.) | Period of completion |
|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 6 |
| BMRCL/……/……/WORK_INDENT…… | **Petty Repair Works in Reach-2 Section from Krantiveera Sangolli Rayanna (BRCS) Ramp to Vijaynagar (VJN) Stations** | 90,24,273/- | 1,80,485 /- | **12 Months** |

The brief Scope of the work is provided in Instructions to the Tenderers (ITT) and the detailed description of Work is provided in Employer's Requirement. Only 'Class-I Local Tenderers' as defined under ITT clause 34 shall be eligible to bid.

Only firm/s that/those is/are registered or incorporated in India is/are eligible to participate (or) Any Tenderer from a country, which shares a land border with India and to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender, only if the Tenderer is registered with the "Competent Authority",. as defined in ITT Clause 35.

2. **REGISTRATION**:

a) Tenders required to enroll on the Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/) by clicking on the link "Tenderers Registration" on the Karnataka Public Procurement Portal and by paying requisite registration fee.

b) As part of the enrolment process, the Tenderers will be required to choose a unique user name to assign a password for their accounts.

c) Tenderers are advised to register their valid email addresses and mobile numbers as part of the registration process. These would be used for any communication with the Tenderer.

d) Upon enrolment, the Tenderers will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India.

e) Only one (01) valid DSC should be registered by a Tenderer. Please note that the Tenderers are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.

f) Tenderers should then login to the website through the secured log-in by entering their user ID/password and the password of the DSC / e-Token.

g) The scanned copies of all original documents (as required) should be uploaded on portal in PDF/JPG format.

h) For any query regarding e-Procurement on the Karnataka Public Procurement Portal, contact helpdesk number: +91-8046010000, +91-8068948777, and Email ID:

support@eprochelpdesk.com.

3. **SEARCHING FOR TENDERS/BIDS:**
Once the Tenderers have selected the proposal Bids/Tenders and if they are interested to participate, the Tenderers can pay non-refundable processing fee to Karnataka Public Procurement Portal.

However, the Tenderer shall submit such transaction details along with their Tender submission on e-Procurement portal. If the same transaction reference number has been submitted for more than one Bid, all such Bids shall be considered ineligible and summarily rejected.
It will be the responsibility of the Tenderer to check the website and see any Addendum /Corrigendum issued in this Tender from time to time and ensure submission of Tender submittals binding accordingly.

4. Tender documents consist of the following Sections,
   - Section 1 - Notice Inviting Tenders (NIT)
   - Section 2 - Instructions to Tenderers (ITT)
   - Section 3 - Qualification Information
   - Section 4 - Form of Tender (FOT)
   - Section 5 - General Conditions of Contract (GCC)
   - Section 6 - Special Conditions of Contract (SCC)
   - Section 7 - Technical Specifications
   - Section 8 - Drawing
   - Section 9 - Proforma of Bank Guarantees
   - Section 10 - Annexures
   - Section 11 - Instructions for completing Pricing Document

5. Tenders must be accompanied by **Tender Security /Earnest Money Deposit (EMD)** as specified in ITT clause 14, drawn in favour of "Bangalore Metro Rail Corporation Ltd". Tender Security/EMD will have to be paid in full amount through online payment in e-Procurement Portal (or) submit in any one of the form of **Electronic Bank Guarantee (e-BG) or Bank Guarantee**, payable & extendable at a designated branch in Bengaluru and shall have to be valid for 45 days beyond the validity of the Tender (i.e. 165 days from the date of submission of Tender).

6. Tenders must be submitted electronically through Karnataka Public Procurement Portal /e-Procurement Portal (https://kppp.karnataka.gov.in/) before the last date & time prescribed in the e-Procurement portal using a valid DSC (Digital Signature Certificate).

   All Tenderers are requested to note that the originals of those documents, as listed under ITT clause 9.2, should be submitted in hardcopy by 'Speed post' or 'in person' at BMRCL office within **5 days** from the last date of Tender submission. Tender submission without such submission of original documents shall be liable for rejection.

7. Tenders cannot be submitted online after stipulated time of submission of Tender.

8. Tenders shall be valid for a period of **120 days** from the latest date of submission of Tenders.

9. 'Qualification cum Technical Package' will be opened as per the latest specified time and date published in the e-Procurement portal.

   The Financial Packages of technically qualified Tenderers will be opened at a date and time advised by BMRCL through e-Procurement Portal.

10. The Tenderer shall provide credentials in support of their eligibility, qualifying criteria, technical capability, financial strength/support and past work experience by supporting documents / client certificates / CA's audit reports set forth in ITT Clause 3.

11. The Employer requires that Tenderers and Contractors observe highest standard of ethics during the procurement and execution of the Contract. In pursuance of this policy, The Employer;

    (a) will reject the Tender for the Work or rescind the Contract, if the Employer determines that the Tenderer / Contractor has engaged in corrupt or fraudulent practices.

    (b) will declare a Contractor ineligible, either indefinitely or for a stated period of time, to be awarded a Contract, if the Employer, at any time, determines that the Tenderer or the Contractor has engaged in 'Corrupt' or 'Fraudulent' practices in competing for, or in executing, the Contract.

12. All Tenderers are hereby cautioned that Tenders shall be submitted without any deviation, alteration or modification. Tenders containing any deviation from contractual terms and conditions, specifications and other requirements shall be considered as non-responsive and shall be liable for rejection.

13. BMRCL reserves the right to accept or reject any or all Tenders in 'Part 'or 'Full' without assigning any reason. No Tenderer shall have any cause of action or claim against BMRCL for rejection of his Tender.

14. Registered Tenderers with e-token are advised to frequently check the e-Procurement portal for any amendments like Addendum / Corrigendum.

15. BMRCL will not be held responsible for consequential damages/losses due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

16. For further clarifications/details, contact Deputy General Manager (SSM-L1): BMRCL on +91 9449952780, Fax-+91 080-25191114 E-mail: vijayakumardyce@bmrc.co.in

    For any query regarding e-Procurement portal/ Tender submission, please contact helpdesk at+91-80-46010000, +91-80-68948777, Email: support@eprochelpdesk.com.

**General Manager (Civil)**
**Bangalore Metro Rail Corporation Limited**

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# SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

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# SECTION – 2 - INSTRUCTIONS TO TENDERERS

## A. GENERAL

**1. Description of the work**

Bangalore Metro Rail Corporation limited (BMRCL), a Special Purpose Vehicle (SPV) established under the Companies Act, 1956 (hereinafter referred to as "BMRCL" or "the Company" or "the Employer" or "the Client"), invites Tenders following Single Stage-Two cover Tender Procedure from the eligible Tenderers for **"Petty Repair Works in Reach-2 Section from Krantiveera Sangolli Rayanna (BRCS) Ramp to Vijaynagar (VJN) Stations"**. (hereinafter **referred to as "the works") as per terms and conditions contained in this Tender documents.**

**2. Eligible Tenderers**

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka or BMRCL.

2.2 **Tenders from Joint ventures are not acceptable.**

2.3 The Tenderer should not have been blacklisted / debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects in India, during last five (5) years. Also the Tenderer should not have rescinded the Works after award of the Contract during last five (5) years. The Tenderer shall provide an Undertaking as provided at Annexure-3.

***Note**: Last five (5) years shall be counted from 28 days prior to the date of submission of the Tender.*

2.4 Only firm/s that/those is/are registered or incorporated in India is/are eligible to participate.

and

Any Tenderer from a country, which shares a land border with India and to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender, only if the Tenderer is registered with the "Competent Authority", as defined in ITT clause 35.

2.5 Only 'Class-I Local Tenderers' shall be eligible to bid.

**3. Qualification of the Tenderer**

**Tenderers who meet the below specified minimum Qualification Criteria will only be qualified**.

3.1 **Tender Capacity:**

Eligible Tenderers will be qualified only if their available Tender capacity is more than the total Tender value. The available Tender capacity will be calculated as under:

**Assessed available Tender capacity = (A x N x 2.5 - B)**

Where;

A = Maximum value of works executed in any one year during the last five (05) years (updated to 2024-25 (price level) taking into account the completed as well as works in progress.(Ref.Section.3)

N = Number of years prescribed for completion of the works for which Tenders are invited.

B = Value, at 2024-25 price level, of existing commitments and on-going works to be completed during the next 12 (Twelve) months.(i.e Period of Completion) (Ref.Section.3)

**Note:** *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the respective Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.2 **Work Experience:**

3.2.1 The Tenderer should have executed the works / have experience in **'similar works'** in any of the following organizations during last five (5) years :

(i) In any Central Govt. / State Govt./ PSU's / Govt. bodies / MES/ Railway /CPWD / KPWD /All Metro Rail Corporation Ltd.

3.3 All Tenderers shall provide the requested information accurately and in sufficient detail in **Section 3: Qualification Information**.

3.4 To qualify for award of this Contract;

(a) Each Tenderer in its name should have in the last five financial years i.e., 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24, Achieved an average annual financial turnover of **Rs.27.07 Lakhs**. during any of the three(03) years in the last five years

(b) Each Tenderer in its name should have successfully completed or substantially completed similar works as a prime contractor during last five (05) years: either of

i) One (01) similar work costing not less than the amount equal to Rs 45.12 Lakhs;

ii) Two (02) similar works costing not less than the amount equal to Rs. 36.10 Lakhs;

iii) **Three (03)** similar works costing not less than the amount equal to **Rs. 27.07 Lakhs**.

(c) Executed in the last five (05) years, the minimum quantity of work is as follows:

(i) Painting – 8376.00 Sqm
(ii) Epoxy works- 1183 Kg/ Ltrs

**Note**: 1."Similar Works" means **"any civil works".**

2. **Substantially completed** works means those works which are at least 90% completed as on the date of Tender submission (i.e. gross value of work done up to the last date of submission is 90% or more of the original contract price) and continuing satisfactorily.
3. Last five (5) years shall be counted from 28 days prior to the date of submission of Tender.
4. In case the Tenderer has executed works / contract for a client, which includes "other works in addition to **similar woks**, then the Tenderer should provide a client certificate clearly indicating the amount of work done in respect of the **"similar work"** in support of work experience.
5. Work Completion Certificate shall be certified by Executive Engineer or above rank and considered to be valid.

3.5 Each Tenderer should further demonstrate:

a) Availability by owning of the required / specified key and critical equipment for this work; and can also be deployed on lease / hire basis for all works provided, the relevant documents for availability for this work are furnished.

a. Cutting Machine-02 Nos
b. Drilling Machine-02 Nos
c. Welding Machine-02 Nos
d. Scaffolding Materials, Ladders and Other tools etc., to Cover 30mts Long and height as required (Minimum 6.00m)-2 Set
e. Grouting Machine-2 Nos
f. Truck Mounted Hydraulic platform -1 no

f. Truck Mounted Hydraulic platform -1 no

b) liquid assets and /or availability of credit facilities of not less than **Rs 27.07 Lakhs** (Credit lines/ letter of credit/ certificates from banks) for meeting the fund requirement etc..

3.6 Not used.

3.7 Not Used.

3.8 Even though the Tenderers meet the Qualification criteria in accordance with ITT Clause 3, they are subject to be disqualified if they have:

(a) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

(b) record of poor performance such as abandoning the works, not properly completing the Contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

(c) Participated in the previous Tender for the same work and had quoted unreasonably high Tender prices and could not furnish rational justification.

**4. Cost of Tendering**

4.1 The Tenderer shall bear all costs associated with the preparation and submission of its Tender and BMRCL will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Tender process.

4.2 The Tenderers shall be deemed to have inspected and examined the site and collected all necessary information regarding all factors and conditions likely to influence in carrying out the work, before uploading on e-Procurement portal and submitting his Tender.

## B. TENDER DOCUMENTS

**5. Content of Tender documents**

5.1 Tendering procedures and Contract terms are prescribed in the Tender documents. The Tender document shall include:

1. Notice Inviting Tenders (NIT)
2. Instructions to Tenderers (ITT)
3. Qualification Information
4. Form of Tender
5. General Conditions of Contract (GCC)
6. Special Conditions of Contract (SCC)
7. Technical Specifications
8. Drawings
9. Proforma of Bank Guarantees
10. Annexures
11. Instructions for completing the Pricing document.

5.2 The Tenderer is expected to examine all Instructions, Forms, Terms, and Specifications in the Tender documents. Failure to furnish all information required by the Tender documents or submission of a Tender not substantially responsive to the Tender documents in every respect will be at the Tenderer's risk and may result in rejection of its Tender.

**6. Clarification of Tender Documents**

6.1 Tenderers shall carefully examine the Tender documents and fully understand the conditions and matters which may affect the work or the cost thereof. In case the Tenderer finds any discrepancies or omission from the specification or other documents, or in doubt as to their meaning, the Tenderer shall at once address query(ies) online through Karnataka Public Procurement Portal (e-Procurement portal).

6.2 The Employer will offer clarification to such queries received through e-Procurement portal up to the date specified therein.
Any such queries with details of clarification sought will be uploaded in the e-Procurement portal (https://eproc.karnataka.gov.in) without disclosing the identity of the Tenderer seeking clarification. No separate future communication in this regard will be entertained.

6.3 While all efforts have been made to make the Tender document error free, the Tenderer is advised to check the same carefully and may seek clarification(s) if any within the scheduled period only. No claims on account of any error(s), detected in the tender document, shall be entertained.

**6.4 Pre-bid meeting:**

6.4.1 The Tenderer or his authorized representative is invited to attend a Pre-bid meeting to be held at the Place, date and time indicated in Key Details/ e-Procurement Portal.

6.3.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage to enable the Tenderers to submit Tenders without conditions.

6.3.3 The Tenderer is requested to submit any questions online through Karnataka Public Procurement Portal (e-Procurement portal) only, in terms of ITT clause 6.1.

6.3.4 Non-attendance at the Pre-bid meeting will not be a cause for disqualification of a Tenderer.

**7. Amendment of Tender documents**

7.1 At any time prior to the deadline for submission of Tenders, the Employer may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer, modify the Tender documents by an Addenda/Corrigenda.

7.2 Such Addenda/Corrigenda will be uploaded in the e-Procurement portal. It will be the responsibility of the Tenderer to frequently check the e-Procurement portal for any Addenda/Corrigenda or any other updates issued from time to time and ensure submission of Tender accordingly.

7.3 Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Tender document issued previously. The Tenderers should acknowledge receipt of such addenda and list them in the Tender submittals.

7.4 The Tenderer is not permitted to make any alteration /modifications to the Tender conditions. No modifications to the specifications, item descriptions, etc. will be entertained.

## C. PREPARATION OF TENDERS

**8. Language of Tender**

8.1 The Tender prepared by the Tenderer, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translated version in English shall govern.

**9. Documents comprising the Tender**

9.1 The Tender submittals shall comprise the following documents and Tenderer shall upload clear and readable scanned copies of these documents on e-Procurement Portal.

9.1.1 **Qualification cum Technical Package**

a) Earnest Money Deposit (EMD) /Tender Security (in accordance with ITT Clause 14);

b) The Form of Tender (in the format indicated in Section 4);
c) Qualification Information Form and Documents (in accordance with Section 3) and any other submissions as per requirements of Tender Document;
d) Covering Letter stating any other matter in relation to his Tender which the Tenderer considers should be drawn to the particular notice of BMRCL.

And any other documents required to be completed and submitted by Tenderers in accordance with these instructions. **The documents listed under Sections 3 and 4 shall be filled in without exception.**

9.1.2 **Financial Package**

a) The Tenderer shall fill in and complete the Bill of Quantities (Financial Package) online through Karnataka Public Procurement Portal only and **no hardcopy of commercials should be attached or disclosed elsewhere.**
The Tenderer shall fill in and complete the 'Bill of Quantities' in accordance with the 'Instructions for completing the Pricing Document', Section-11.

**9.2 Original Documents (Hardcopy):**

The Tenderer is required to submit the following documents in original (hard copy) within the time and place mentioned in ITT clause 16.7:

i) Tender Security/Earnest Money Deposit(EMD), as per clause 14,
ii) Notarized Power of Attorney and Board resolution (as applicable) as per ITT clause 15,
iii) Hardcopy of any other documents explicitly required in Tender document.

In case of failure in submission of the above documents within stipulated date, the Tender may be treated as incomplete and be liable for rejection.

Tenderers submitting Tenders together with other Contracts stated in the NIT to form a Package will so indicate in the Tender together with any discounts offered for the award of more than one Contract.

9.3 Not used.

**10. Form of Tender**

The Tenderer shall complete the 'Form of Tender' furnished in the Tender documents and submit duly signed and stamped along with the Qualification Cum Technical Package.
The Tenderer shall submit the priced Bill of Quantities indicating the percentage (above or below or at par) and amount with 'Financial Package' / 'Pricing document' as published in the e-procurement portal.

**11. Tender prices**

11.1 The Contract shall be for the whole of the Works as described in Clause 1.0 of ITT, based on the Bill of Quantities submitted by the Tenderer.

11.1.1 The quoted price shall be inclusive of all applicable Taxes, Cess and duties under the applicable Acts but **exclusive of SGST & CGST** as specified under GCC Clause 39. The SGST & CGST will be paid as applicable as per law.

11.1.2 The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

11.1.3 **Income Tax (IT) deduction:** As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16A shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

11.2 The Tender is a **Percentage Tender**. The Cost of all the individual items shall be computed for the entire work and the Tender Premium (Above or Below or At Par) on the Total (Estimated) cost shall be quoted. Any additional item/s not found in the BOQ and if it is required to be executed for completion of the work under this Contract, the rate for which shall be as per KPWD Schedule of Rates of the respective year above or below or At Par Tender premium which the BMRCL has accepted. If the item required is not found in any of the Schedule of Rates of KPWD or CPWD, then the Rate shall be worked out as stipulated in GCC Clause 35.

11.3 The Percentage quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account, unless provided otherwise in the General Conditions of Contract.

11.4 A Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 23.

11.5 The rates or percentage should be written in numerals only (in figures and words). If the Tenderer writes/indicates any other matter/s the Tender will be summarily rejected.

**12. Tender Currency**

12.1 Prices shall be quoted in Indian Rupees only.

**13. Tender validity**

13.1 Tenders shall remain valid for a period as specified in Appendix to Form of Tender (Section 4) after the deadline date for Tender submission specified in Clause 17 of ITT. A Tender valid for a shorter period shall be rejected by the Employer as non-responsive.

13.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his Earnest Money Deposit. A Tenderer agreeing to the request will not be required or permitted to modify his Tender but will be required to extend the validity of his Earnest Money Deposit for a period of the extension and in compliance with ITT Clause 14 in all respects.

**14. Earnest Money Deposit (EMD) / Tender Security**

14.1 The Tenderer shall furnish, as part of its Tender, interest free Tender Security/ EMD as per e-Procurement Portal.

14.2 The Earnest Money Deposit is required to protect the Employer against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITT Clause 14.8.

14.3 The Tenderer shall pay/furnish an EMD (Tender Security) for the value indicated in e-Procurement portal in the following mode:

a) **Online payment** through e-Procurement portal, or

b) an irrevocable **Electronic Bank Guarantee (e-BG) or Bank Guarantee*,** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule preferably drawn on and payable & extendable at a designated branch in Bengaluru in the form given in Proforma A of Section 9 to the Tender document. However, 'Earnest Money Deposit' Bank Guarantee format is also available inhttps://tenderb.bmrc.co.in.

** In case of Tender Security/EMD issued in the form of Bank Guarantee, the Scheduled Bank issuing the Bank Guarantee should preferably be on "Structure Financial Messaging System (SFMS)" platform. A separate advice of the BG shall preferably be sent by the issuing bank to the Employer's Bank through SFMS.*

*The issuing Bank shall send the SFMS as detailed under to:*

*Name: BANGALORE METRO RAIL CORPORATION LTD.,*

*Name of the Bank: BANK OF INDIA*

*Branch: CANTONMENT BRANCH, BENGALURU.*

*Account No.: 840420110000760*

*RTGS/IFSC: BKID0008404*

*The Scanned copy of the BG and a copy of "MT760COV (for Bank Guarantee message) /MT767COV (for Bank Guarantee amendment message) Report" sent by the BG issuing Bank, should be uploaded by the Tenderer in the e-Procurement Portal as a part of his Offer during Tender submission. The Tenderers should ensure that both the documents (scanned copy of BG and copy of SFMS message) are uploaded to the e-Procurement portal, failure of which, the Tender will be summarily rejected by the Employer. The Original Bank Guarantee shall compulsorily be submitted in the BMRCL office before scheduled date, time and place as specified under ITT clause 16.7. The Tenderer shall note that the Original Bank Guarantee is submitted through speed post / in person and if not received before the scheduled date and time as specified in ITT clause 16, the Tender will be summarily rejected.*

*The details of the Bank Guarantee, physically submitted should match with the details available of the scanned copy uploaded and the data entered during Tender submission time, failing which, the Tender will be rejected.*

*In case of non-reconciliation of online EMD (Tender Security) portion through e-Procurement portal in Government of Karnataka Central Pooling Account held at the ICICI Bank, the Tender will get rejected.*

14.4 The Earnest Money Deposit shall be valid for a period as specified in 'Appendix to Form of Tender' (Section 4) and remain deposited with the Employer from the date of opening of Tenders. If the validity of the Tender is extended, the Earnest Money Deposit (EMD) shall also be duly extended, failing which, the Tender after the expiry of the aforesaid period shall not be considered by the Employer.

14.5 Tender Security/EMD will not be accepted in any form other than those mentioned above. Tenders not accompanied by the required amount of Tender Security/EMD and non-submission of hardcopy as per ITT clause 16.7 will be rejected by the Employer.

However, BMRCL reserves the right to accept or reject the Tender Security/EMD with any deficiency otherwise not materially affecting the technical qualification criteria of the Tenderer.

14.6 The Tender Security/EMD of unsuccessful Tenderers will be discharged / returned upon the Successful Tenderer signing the LOA in pursuant to ITT clause 29.

14.7 The successful Tenderer's Earnest Money Deposit (EMD) will be discharged upon furnishing the Performance Security pursuant to ITT Clause 30 and signing of the Contract Agreement by the successful Tenderer in pursuant to ITT clause 29.

14.8 The Earnest Money Deposit (EMD) may be forfeited:

(a) If a Tenderer:
  (i) withdraws or amends or impairs or derogates its Tender during the period of Tender validity specified by the Tenderer on the 'Form of Tender'; or
  (ii) does not accept the correction of errors pursuant to ITT Clause 24.2; or

(b) In case of a successful Tenderer, if the Tenderer fails:
  (i) To sign the Contract Agreement in accordance with ITT Clause 29; or
  (ii) To furnish performance security in accordance with ITT Clause 30.

14.9 The Tender will be summarily rejected by the Employer in case of:

(i) Failure to deposit online EMD portion or failure to upload clear & readable copy of Bank Guarantee towards EMD.

(ii) Failure to submit the original Bank Guarantee /EMD to BMRCL office within the date & time specified,

(iii) If EMD(Tender Security) is in the form of Bank Guarantee and is from any source other than an Indian Scheduled Bank and Scheduled Foreign Bank as defined in section 2(e) of RBI Act 1934 read with Second Schedule.

(iv) EMD (Tender Security) in the form of Bank Guarantee is from a Co-operative Bank.

(v) EMD (Tender security) amount is less than the required amount as mentioned in NIT.

(vi) Bank Guarantee's Validity is less than Tender as mentioned in ITT clause 14.5.

In case EMD (Tender Security) is in the form of BG, and BG validity fulfils the "Tender validity Period", but falling short in regard to period of "EMD (Tender Security) Validity', the Employer shall request such Tenderer(s) in writing to submit compliance EMD / Tender Security) within 10 (ten) working days from the date of request. Failure to provide a compliant EMD Tender Security) within the prescribed period shall cause the rejection of the Tender and it will be considered as Non-responsive.

14.10 In case the Tenderer submits Electronic Bank Guarantee (e-BG), the UIN of BMRCL for providing e-BG shall be: AAACB4881D (PAN of BMRCL).

**14.11** If the Tenderer has opted to submit the Tender Guarantee in the form of Electronic Bank Guarantee (e-BG), a copy of the e-BG shall invariably be included in the Tender Guarantee envelope as per Cl. 9.2and also uploaded in e-Procurement portal in case of e-Procurement.

**15. Format and signing of Tender**

15.1 The Tenderer shall follow and submit the Tender documents in the respective formats prescribed under Section 9-Proforma.

15.2 The Tender submittals shall be typed or written in indelible ink (wherever required), which is to be scanned and digitally signed using Class-III digital signature by person(s) duly authorized to bind the Tenderer to the contact. Proof of authorization shall accompany the Tender in the form of notarized "Power of Attorney". All pages of the Tender where entries, amendments, corrections, alterations, erasures etc., have been made shall be initialized by the person(s) signing the Tender.

15.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

15.4 Any individuals signing the Tender or other documents connected therein should specify whether he is signing:

(i) as sole proprietor of the firm or as attorney of the sole proprietor;

(ii) as a partner or partners of the firm;

(iii) as a Director, Manager or Secretary in the case of a limited company with a copy of Notarized Power of Attorney duly authorized by a resolution passed by the Board of Directors or in pursuance of the authority conferred by Memorandum of Articles of Association.

15.5 The original notarized 'Power of Attorney'or the documents empowering the individual or individuals to sign should be furnished to the Employer for verification, if required.

## D. SUBMISSION OF TENDERS

**16. Sealing and Marking of Tenders**

16.1 All the Tender proposals shall be digitally signed along with the other Qualifying documents and shall be submitted electronically through Karnataka Public Procurement Portal on or before the last date and time for Tender submission as published therein.

16.2 Tenderer, in advance, should get ready the Proposal documents to be submitted as indicated in the Tender document /schedule in PDF/JPEG formats. The Tenderer has to digitally sign and upload the required proposal documents one by one as indicated in the Tender document.

16.3 Tenderer should log into the Portal well in advance for the submission of the proposal so that it gets uploaded well in time i.e., on or before the last date & time for Tender submission.

16.4 Tenderer will be solely responsible for uploading the Tender submittals in e-Procurement portal. BMRCL will not be held responsible for consequential damages/losses/delay due to lack /interruption of power supply & internet, low speed of internet, System problems, loss of electronic information/data etc.

16.5 The server time (which is displayed on the dashboard) will be considered as the standard time for referring the deadline for submission of the proposals by the Tenderers, opening of proposals etc. The Tenderers should follow this time during proposal submission.

16.6 The necessary certificates/documents in support of fulfilling the Eligibility Criteria and Technical requirements shall be scanned and attached to e-Procurement portal.

**16.7 Original Documents to be submitted in hardcopy:**

The Tenderer shall seal and submit the original documents listed in ITT clause 9.2 in original (hard copy) at BMRCL office within 5 days of last date of online Tender submission. Only the Tenders submitted online and the hardcopies will be considered for evaluation. The hardcopies should carry/accompany copy of "acknowledgement from Employer/e-Procurement Portal".

The envelope shall bear the following identification:

**TENDER NO: .....**

**ORIGINAL SUBMITTALS OF QUALIFICATION CUM TECHNICAL PACKAGE**

BMRCL Office Address for submission of hardcopy:

To

.....
Bangalore Metro Rail Corporation Ltd.,
.....,
Bengaluru, PIN: .....,
Karnataka, India.

The Tenderers can submit the hard copies by 'Speed Post' or 'in person' at the above address during 11.00 am to 05.00pm on all working days. In case, 5th day happens to be holiday, then the next working day shall be considered as last day for submission of the hard copy.

16.8 All Tenders shall be submitted without any deviations, alteration or modification, together with requisite Tender Security/EMD.

16.9 Telex, Facsimile or Emailed Tenders will be rejected.

16.10 Offer / Tender / Bid shall be as per the "Instructions to Tenderers", "General Conditions of Contract" and "Special Conditions of Contract" given in the Tender documents.

16.11 The Tenderer should avoid ambiguity in his Offer / Tender / Bid.

**17. Deadline for submission of the Tenders**

17.1 Tenders must be submitted online through Karnataka Public Procurement Portal (e-Procurement Portal) on or before the date and time specified in the e-Procurement Portal and in time submission of Tender is the responsibility of the Tenderer. Original Documents (Hard copy) as listed under ITT clause 9.2 shall be submitted in the place, date & time as specified in ITT clause16.7.

17.2 The Employer may, at their discretion, extend the deadline for submission of Tenders by issuing an amendment in accordance with ITT Clause 7, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will thereafter be subjected to the deadline as extended.

**18. Late Tenders**

18.1 In online e-Procurement Portal, the Tenderer shall not be able to submit the Tender after the last date and time for submission as the icon for the task in the e-Procurement Portal will be disabled.
Hardcopies received by BMRCL after the deadline for submission as mentioned in ITT clause 16.7 will be rejected.
Hard copies of those Tenders which have been uploaded in the e-Procurement Portal successfully only will be considered for evaluation.

**19. Modification and Withdrawal of Tenders**

19.1 Tenderer may notify and correct or upload any relevant document in the portal till Tender submission date and time as published in the e-Procurement Portal.

19.3 No Tender shall be modified subsequent to the deadline for submission of Tenders.

19.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in ITT Sub-clause13.1 above or as extended pursuant to ITT Sub-clause13.2 may result in the forfeiture of the Earnest Money Deposit pursuant to ITT Clause 14.

## E. TENDER OPENING AND EVALUATION

**20. Tender opening**

20.1 **Qualification Cum Technical Package:**

20.1.1 **Opening of Qualification Cum Technical Package of all Tenderers:**

First, the Employer will open the EMD/Tender Security and verify the Tender Security/EMD.

Further, the Employer will open the 'Qualification Cum Technical Package' of the Tenders whose EMD has been found acceptable, through e-Procurement Portal at the time and date specified in the e-Procurement Portal. If Tender Security/EMDs are not in proper form, the 'Qualification Cum Technical Package' will not be opened for such Tenderers.

Interested Tenderers or their authorized representatives who choose to attend or may view the same on the portal on the scheduled date and time from their end. In the event of the specified date for Tender opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time and location on the next working day.

20.1.2 The Tenderers will be examined for the following submittals:

i) Presence of valid Tender Security/EMD
ii) Presence of 'Qualification cum Technical Package' and all enclosures as per ITT clause 9.1 and,
iii) Submission of original documents as per ITT clause 9.2.

20.1.3 The Employer will evaluate and determine whether each Tender

(a) meets the eligibility criteria defined in ITT Clause 2;
(b) is accompanied by the required Earnest Money Deposit as per stipulations in ITT Clause 14; and
(c) meets the minimum qualification criteria stipulated in ITT Clause 3.

The Employer will draw out a list of qualified Tenderers.

20.1.4 Tenders which are not accompanied by a valid EMD / Tender Security, or are accompanied by an unacceptable or fraudulent EMD / Tender Security shall be considered as non-compliant and rejected. All decisions whether a Tender is non-responsive, unacceptable or whether a EMD / Tender Security is fraudulent or unacceptable or non-compliant will be that of the Employer.

20.1.5 If any Tender contains any deviation from the Tender documents and /or if the same does not contain Tender Security in the manner prescribed in the Tender documents, then that Tender is liable for rejection. Incomplete Tenders in respect of above would be rejected.

Tenderers, whose 'Qualification cum Technical Package' are found acceptable after evaluation, would be informed of the date and time of opening of 'Financial Package' through e-Procurement Portal.

20.2 **Financial Package**

20.2.1 Opening of Financial Package of Qualified Tenderers:

The Financial Package of the Tenderers, whose 'Qualification cum Technical package' were found acceptable, will be opened in the presence of those Tenderers of their representatives, who choose to be present and also can view the opening on e-Procurement portal from their end. In the event of the specified date for Financial Package opening being declared a holiday by the Employer, the Tenders will be opened at the appointed time on the next working day.

20.2.2 The Tenderers' names, the Percentage rate (Above or Below or At Par), the Tender prices, the total amount of each Tender, any discounts, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No Tender shall be rejected at Tender opening.

20.2.3 Further, it is to be noted that mere announcement of the Tender prices, Total amount quoted by the Tenderers shall not be construed as Final until and unless the Employer declares the successful Tenderer taking into account the Cl. 22, 23, 24 and 25 below.

20.2.4 Conditional Tenders are not acceptable and will be summarily rejected.

20.2.5 The Employer shall prepare minutes of the Financial Package opening, including the information disclosed to those present in accordance with ITT Sub-clause 20.2.3.

**21. Process to be confidential**

i) Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a Contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced.

ii) From the time of Tender opening to the time of Contract award, no Tenderer shall contact the Procuring Entity on any matter related to the Tender, except on request and prior written permission.

iii) Any effort by a Tenderer to influence the Procuring Entity in Tender Evaluation, Tender comparison or Contract award decisions will vitiate the process and will result in the rejection of the Tenderer's offer.

**22. Clarification of Tender submittals**

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with ITT Sub-clause24.

22.2 Subject to ITT Sub-clause22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or Contract award decisions may result in the rejection of the Tenderers' Tender.

**23. Examination of Tenders and determination of responsiveness**

23.1 The Employer will examine the Tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Tenders are generally in order.

The Employer may waive any minor informality or non-conformity or irregularity in a Tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Tenderer.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation

**24. Correction of errors**

24.1 The Item rates and/or Percentage (above /below/at par) indicated in the Financial Package shall be final and no adjustment /corrections to the Tender prices shall be made on any account. The Employer will evaluate and compare the Financial Packages of all Tenders as stipulated under ITT clause 25.

24.2 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the unit rate/percentage and the line item total resulting from multiplying the unit rate by the quantity, the unit rate /percentage as quoted will govern, unless in the opinion of the Employer there is an obvious gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate /percentage will be corrected.

24.3 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the Earnest Money Deposit shall be forfeited in accordance with Sub-clause 14.8 of ITT.

**25. Evaluation and comparison of Tenders**

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with ITT Clause 23.No Tender will be considered if complete requirements covered in the schedule is not included in the Tender.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to ITT Sub-clause24; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered.

25.3 The Employer reserves the right to accept or reject any variation, deviation or alternative offer. Variations, deviations and alternative offers, and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The Tenders received will be evaluated by the Employer to ascertain the lowest acceptable Tender in the interest of the Employer, as specified in the specification and Tender documents. Evaluation criteria not mentioned herein but mentioned specifically in the technical specifications will be taken into consideration in the evaluation of offers.

25.5 The estimated effect of the price adjustment conditions, under relevant Clause of the General Conditions of Contract, during the implementation of the Contract, will not be taken into account in Tender Evaluation.

25.6 If the Tender of the successful Tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the Contract, the Employer may require the Tenderer to produce detailed price analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analysis, the Employer may require that the amount of the Performance Security set forth in ITT Clause 30 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful Tenderer under the Contract, subject to condition as specified in Special Conditions of Contract.

## F. AWARD OF CONTRACT

**26. Award criteria**

26.1 Subject to ITT Clause 28and ITT clause 34, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be:

(a) eligible in accordance with the provisions of ITT Clause 2, and

(b) Qualified in accordance with the provisions of ITT Clause 3.

**27. Employer's right to vary Quantities during the Contract**

27.1 The Employer reserves the right during the pendency of Contract to increase or decrease the quantity of the items originally specified in the Bill of Quantity without any change in unit price or other terms and conditions as defined GCC Clause 34 and the Special Conditions of Contract.

**28. Employer's right to accept any Tender and to reject any or all Tenders**

28.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer/s or any obligation to inform the affected Tenderer/s of the grounds for the Employer's action. In such a case, EMD shall be released/returned promptly.

28.2 BMRCL reserves the right to accept the Tender in part or full which is beneficial to BMRCL. BMRCL's decision in this regard shall be final and binding

**29. Notification of award and signing of Agreement**

29.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by email confirmed by registered letter. This letter (hereinafter and in the General Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

~~29.2~~ Unless until a formal Agreement is prepared and executed, the Tender together with a "Letter of Acceptance" shall constitute a binding Contract between both the Parties.

29.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer within 30 days of receipt of LOA, the successful Tenderer will sign the Agreement and deliver it to the Employer.

29.4 Upon the furnishing of the Security Deposit by the Successful Tenderer, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful and will discharge the Earnest Money Deposit, pursuant to ITT Clause 14.

29.5 The costs of stamp duties and similar charges imposed by law shall be borne by the Contractor.

**30. Security deposit / Performance Security**

30.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer, a Security deposit in accordance with GCC Clause 25 and format given in **Proforma-B of Section-9** for an amount as specified in 'Appendix to Form of Tender' (Section 4).

30.2 Failure of the successful Tenderer to comply with the requirements of ITT Sub-clause30.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit.

**31. Corrupt or Fraudulent practices**

31.1 The BMRCL requires that the Tenderers observe the highest standard of ethics during the procurement and execution of such Government Financed Contracts. In pursuance of this policy, BMRCL:

(a) defines, for the purposes of this provision, the terms set forth as follows:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution; and

(ii) "Fraudulent practice" means any omission or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of BMRCL/Government, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive BMRCL of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government financed Contract ,if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government financed Contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in Sub-clause47.2of the General Conditions of Contract.

**32. One Tender per Tenderer**

Each Tenderer shall submit only one (01) Tender. A Tenderer who submits or participates in more than one (01) Tender (other than as a Subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

**33. Site visit**

The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a Contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

## G. PREFERENCE TO MAKE IN INDIA

34. **Local Content**

34.1 **Local Content (LC):**

**Minimum "Local Content" (LC)** shall be **100%for 'Class-I Local Tenderer'**

All Tenderers, shall certify in their Tender that the Local Content in their Tender is 100%.

Definitions of 'Class-I LocalTenderer's as mentioned in 'General Conditions of Contract' of this Tender document.

However, a Tenderer who has been debarred by any procuring entity, for violation of any Procurement Preference Order/Policy, shall not be eligible to participate in this bid process during the period of the debarment.

34.2 **Verification of 'Local Content' (LC):**

The Tenderer shall submit following documents:

**Self-certification,** as per Proforma given in 'Annexure-5', that the item/s offered meets the minimum 'local content'. Absence of such certificate in their Tender submittals shall disqualify the Tenderer.

34.3 a) Tenderers shall note that the declaration regarding Local Content and its correctness shall be the sole responsibility of the Tenderer/Contractor. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a Tenderer or its successors can be debarred for up to two (2) years as per Rule 151 (iii) of

the General Financial Rules along with such other actions as may be permissible under law.

b) Tenderers are advised to note the contents of Government of India Order No. P-45021/2/2017-PP (BE-II) dated 16.09.2020, issued by the 'Department for Promotion of Industry and Internal Trade' under the Ministry of Commerce and Industry regarding Public Procurement (Preference to make in India), with all its latest amendments as on the date of 'Notice Inviting Tender' for further clarification.

c) Tenderers are advised to note that the 'Local Content' is provided in this Tender as per the orders issued by respective Nodal Ministries as per Clause 14 of PP(PMI) Order dated 16.09.2020 and Ministry of Housing and Urban Affairs letter No K-14011/08/2017/MRTS-Coord Dated 14.10.2020.

d) Tenderers are also advised to note the contents of Government of India Office Memorandum No. P-45021/102/2019-BE-II-Part (1) (E-50310) dated 04.03.2021 issued by the 'Department of Promotion of Industry and Internal Trade' under the Ministry of Commerce and Industry, regarding clarification on local content.

34.4 **Not Used**

35. **Eligible Source Countries of the Tenderer**

35.1 Any Tenderer, from a country which shares a land border with India, to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, will be eligible to bid in this Tender only if the Tenderer is registered with the "Competent Authority".
*['Competent Authority and Procedure for Registration' shall be as defined in Annexure-I of Order (Public Procurement No. 4) dated 23.02.2023 issued by Ministry of Finance, GoI].*

*Note:*

*Tenderers are advised to note and comply with the contents of Order (Public Procurement No. 4) dated 23.02.2023 issued by Procurement Policy Division, Department of Expenditure, Ministry of Finance, Govt. of India.*

35.2 The successful Tenderer shall not be allowed to subcontract works to any Contractor from a country which shares a land border with India, to which the Govt. of India has not extended lines of credit or in which the Govt. of India is not engaged in development projects, unless such Contractor is registered with the "Competent Authority".

35.3 In this regard, the Tenderer shall provide a certificate as per Proforma given in 'Annexure-6'. If such certificate given by the Tenderer whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

35.4 Not Used

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# SECTION 3: QUALIFICATION INFORMATION

1.0 The information to be filled in by the Tenderer hereunder will be used for purposes of evaluating the eligibility and qualification of the tenderer as provided for in Clause 3.1of the Instructions to Tenderer. This information will not be incorporated in the Contract

| | | |
|---|---|---|
| 1.1 | Constitution or legal status of Tenderer | (Attach copy) |
| | Agency in which Registered (with Registration No.) | …… (Attach Copy) |
| | Principal place of business: | …… |

| | | Financial Year | Total Value of works for the year (Rs. Lakh) | Multiplication factor for updation value of work done to 2024-25 | Total value of Works updated to 2024-25 (Rs. Lakh) |
|---|---|---|---|---|---|
| 1.2 | Total value of works (*) executed and payments received year wise in the last five years (in Rs. Lakhs)# | 2019-20 | | 1.31 | |
| | | 2020-21 | | 1.23 | |
| | | 2021-22 | | 1.14 | |
| | | 2022-23 | | 1.07 | |
| | | 2023-24 | | 1.00 | |

*Value of work as defined in ITT clause 3.
# - Attach Certificate from practicing Chartered Accountant

1.3 Information on works which are yet to be completed and works for which Tenders have been submitted as on the date of this Tender.

(A) Existing commitments and on-going works:

| Description of Work | Place &State | Contract No. & Date | Name and Address of Employer | Value of Contract (Rs. Lakh) | Stipulated period of completion | Value of works **remaining to be completed (Rs. Lakh) | Anticipated date of completion |
|---|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) |
| | | | | | | | |
| | | | | | | | |

** Attach certificates duly attested by the Employer or Engineer-in-Charge of the ongoing works.

(B) Works for which Tenders already submitted:

| Description of Work | Place & State | Name and Address of Employer | Estimated value of works (Rs. Lakh) | Stipulated period of completion | Date when decision is expected | Remarks if any |
|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) |
| | | | | | | |
| | | | | | | |

……
……

1.4 Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

……
……

1.5 Work performed as Prime Contractor (in the same name) on works of similar nature during the last five years counted as 28 days prior to date of tender submission. [With respect to ITT Clause 3.4(b)].

| Project Name | Name of Employer | Description of Work | Contract Number | Value of contract Rs. Lakhs | Date of issue of Work order | Specified period of completion | Actual date of completion | Remarks explaining reasons for delay in completion of work |
|---|---|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) |
| | | | | | | | | |
| | | | | | | | | |

.....

1.6 The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below:

| Sl No | Item of Equipment | Requirement | Owned | | Hired | | Remarks |
|---|---|---|---|---|---|---|---|
| | | | Capacity | Age/Condition | Capacity | Age/Condition | |
| 1 | Cutting Machine | 02 Nos | | | | | |
| 2 | Drilling Machine | 02 Nos | | | | | |
| 3 | Welding Machine | 02 Nos | | | | | |
| 4 | Scaffolding Materials, Ladders and Other tools etc., to Cover 30mts Long and height as required (Minimum 6.00m) | 2 Set | | | | | |
| 5 | Grouting Machine | 2 Nos | | | | | |
| 6 | Truck Mounted hydraulic Platform | 1 No | | | | | |

1.7 Reports on the financial standing of the Tenderer, such as balance sheet, Profit and Loss statements and Auditor's reports for the last five years; (provisional financial statement are not acceptable).;

1.8 Qualification and experience of the key technical and Management personnel in permanent employment with the Tenderer and those that are proposed to be deployed on this Contract, if awarded.

1.9 Not used

1.10 Quantities of work executed as Prime Contractor (in the same name) during the last five years prior to date of NIT.[with respect to ITT Clause 3.4(c)].

| Year | Name of Work | Name of Employer | Quantity of work performed * | | Remarks (Indicate Contract reference) |
|---|---|---|---|---|---|
| | | | Painting -Sqm | Epoxy Works-Kgs/Litrs | |
| 2019-20 | | | | | |
| 2020-21 | | | | | |
| 2021-22 | | | | | |
| 2022-23 | | | | | |
| 2023-24 | | | | | |

*** items of works for which data is required should tally with that specified in ITT clause 3*

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1.11 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.5 (b): Cash in hand, Letter of Credit, etc. List them below and attach certificate from the Banker in the suggested format as under:

**BANKER'S CERTIFICATE**

This is to certify that M/s. …… is a reputed company with a good financial standing. If the Contract for this work, namely "…… *(name of the work)* ……" is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs. …… to meet the working capital requirements for executing the above Contract, apart from the facilities provided to the contractor, if any

Sd/-
Name of the Bank, Senior Bank Manger
Address: ……

1.12 Information on litigations in which the Tenderer is involved.

| Employer | Other Party(ies) | Details of dispute | Amount involved | Remarks showing present status |
|---|---|---|---|---|
| | | | | |
| | | | | |

……
……

1.13 The proposed methodology and program of works, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per key details.

----xxx---

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# SECTION 4: FORM OF TENDER

Tender No: BMRCL/……/……/WORK_INDENT……

Description of Work : **Petty Repair Works in Reach-2 Section from Krantiveera Sangolli Rayanna (BRCS) Ramp to Vijaynagar (VJN) Stations.**

To:
The Chief General Manager (Civil),
Bangalore Metro Rail Corporation Ltd (O&M Wing)
Admin Building, Baiyappanahalli Depot,
S V Road,
Bangalore – 560 038,
Karnataka, India.

Dear Sir / Madam,

Having examined and understood the Instructions to Tenderer, General Conditions of the Contract, Special Conditions of Contract, Technical Specifications and any other documents forming part of the Tender document issued under Tender notification no …… dated …… including any addendum /amendments, the receipt of which is hereby duly acknowledged, I/We the undersigned, hereby submit the fully completed Tender documents online through Karnataka Public Procurement Portal, which includes the following for the said work;

a) Tender Security / Earnest Money Deposit (EMD)
b) Qualification cum Technical Package
c) Financial Package.

I/We hereby agree to submit the original documents in hardcopy as stipulated under ITT clause 19.2.

I/We hereby agree to execute the Contract in conformity with the Specifications & Conditions of Contract enumerated in the Tender Documents, for the sum stated & quoted in the Tender or such other sums as may be ascertained in accordance with the 'Bill of Quantities' which are made part of the Financial Package.

This Tender and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest Money Deposit required by the Tender documents.

We undertake, if our Tender is accepted, to execute the Works in accordance with the Stipulated Completion Date specified in the 'Appendix to Form of Tender'.

If our Tender is accepted, we will submit the Performance Security for a sum equivalent to Ten (10) percent of the Contract Price for the due performance of the Contract, in the form as prescribed in the Clause 25 of GCC.

We agree to abide by this Tender for the Tender validity period specified in ITT Clause 13 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We confirm that we comply with the eligibility requirements as per ITT Clause 2 and clause 3 of the Tender documents.

Dated this ..... day of ..... 20 .....

Yours faithfully,

_____

(Signature) (in the capacity of)

Duly authorized to sign Tender for and on behalf of

"……"

_____

***(To be submitted duly printed, signed and stamped by the authorized signatory of the Tenderer on Tenderer's letter pad).***

***(To be digitally signed, using Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage issued by any Certifying Authority recognized by CCA India), by the authorized signatory of the Tenderer on Tenderer's letter pad).***

# APPENDIX TO FORM OF TENDER

## SALIENT FEATURES OF CONTRACTS (CONTRACT DATA)

| Sl. No | Reference Contract clauses | Description |
|---|---|---|
| 1. | Employer's Name & Address | Bangalore Metro Rail Corporation Ltd<br>III floor, BMTC Complex K.H Road,<br>Shanthinagar/Complex,<br>Bangalore – 560 027,<br>Karnataka, India |
| 2. | Warranty / Defects Liability Period<br>(GCC clause 50) | The Warranty/Defects Liability Period shall start from the date of acceptance by the Employer and shall continue until 12 months from that date of acceptance as in GCC clause 50. |
| 3. | Validity of Tender<br>(ITT clause 13) | **120 days** from the latest date of submission of Tenders as per ITT clause 13. |
| 4. | Tender Security / Earnest Money Deposit (EMD)<br>(See Clause 14 of ITT) | Tender Security/Earnest Money Deposit (EMD) of **INR 1,80,485 /- ( Rupees One Lakh Eighty Thousand Four Hundred and Eighty Five Only) as per ITT Clause 14.** |
| 5. | Contractor's Name & Address with telephone No and e-mail id | *……(To be filled by the Tenderer)……* |
| 6. | Submission of queries and pre-bid meeting, date and time of Tender Submission, Tender opening and place | • **Last date for submission of queries by Tenderers:**<br>As specified in e-Procurement Portal<br>• **Date of Pre-bid meeting:**<br>As specified in e-Procurement Portal<br>• **Date for Tender Submission:**<br>As specified in e-Procurement Portal<br>• **Date for Tender Opening:**<br>As specified in e-Procurement Portal<br>• **Place:**<br>Office of The Chief General Manager (Civil),<br>Bangalore Metro Rail Corporation Ltd (O&M Wing)<br>Admin Building, Baiyappanahalli Depot,<br>S V Road,<br>Bangalore – 560 038,<br>Karnataka, India. |
| 7. | The Work consists of | Repairs to piers, viaducts ,beams, pedestals painting, fabrication, miscellaneous repair works related to civil works |
| 8. | Start Date | The date of signing of 'Contract Agreement (CA). |
| 9. | The Stipulated Completion Date for the whole of the Works. | 12 months from the date of sign of Contract agreement |

| Sl. No | Reference Contract clauses | Description |
|---|---|---|
| 10. | The following documents also form part of the Contract (See Clause 2.2 of GCC) | (1) Contract Agreement<br>(2) Letter of Acceptance, Notice to Proceed with the works<br>(3) Instruction to Tenderers/ Bidders<br>(4) General Conditions of Contract<br>(5) Special Conditions of Contract<br>(6) Form of Tender / Bid Form<br>(7) Technical Specifications including scope of work<br>(8) Bill of quantities<br>(9) Drawings - NA<br>(10) Contractor's Proposals<br>(11) All correspondence between the Tenderer and BMRCL from the date of issue of NIT and the date of issue of the LOA.<br>(12) Any other document forming part of the Contract. |
| 11. | The Site Data | **From Krantiveera Sangolli Rayanna (BRCS) Ramp to Vijaynagar (VJN)** |
| 12. | Amount of **Performance Security**<br>(See Clause 25 of GCC) | **10% of the Contract Value in INR.** In the event of variations during the execution of the Contract which result in payments to the Contractor over and above the original contract price, the Performance Security shall be suitably adjusted at every 6 month at the request of the Employer. The Performance Security shall be in the form of **Demand Draft / Pay Order / Banker's cheque / Bank Guarantee** shall be drawn on and **payable / extendable at a designated branch in Bangalore.** |
| 13. | Liquidated Damages<br>(See Clause 40 of GCC) | The liquidated damages for the whole of the works are 0.1% of the Contract price per day. The maximum amount of liquidated damages for the whole of works is Ten percent (10%) of final Contract price. |
| 14. | Program (see clause 21 of GCC) | Work Program shall be submitted within 15 days of issue of LOA or earlier as required by the Employer/Engineer. |
| 15. | Payment upon Termination – **Computation of additional cost to the Employer** (GCC Clause 47.1) | The percentage to apply to the value of the work not completed representing the Employer's additional cost for completing the Works shall be **30percent**. |
| 16. | AS BUILT DRAWINGS<br>(If applicable as per GCC Clause 45) | Not Applicable |

# SECTION 5 : GENERAL CONDITIONS OF CONTRACT

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# SECTION: 5 GENERAL CONDITIONS OF CONTRACT

## A. General

### 1. Definitions

1.1 Terms which are defined in the 'Appendix to Form of Tender' are not also defined in the General Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

a. **"Bill of Quantities"** means the priced and completed Bill of Quantities forming part of the Tender.

b. The **"Completion Date"** is the date of completion of the whole of the Works certified by the Employer in accordance with Sub Clause 42.1 of GCC.

c. The **"Contract"** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in GCC Clause 2.2.

d. The **"Contractor"** is a person or corporate body who's Tender to carry out the Works has been accepted by the Employer. It means the person, firm or company with whom the order of the Works is placed and shall be deemed to include the Contractor's successors (approved by the Employer), representatives, heirs, executors and administrators, as the case may be unless excluded by the terms of the contract;

e. The **"Contractor's Tender"** is the completed Tender document submitted by the Contractor to the Employer.

f. The **"Contract Value or Contract Price"** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations;

g. **"Days"** are calendar days; **"months"** are calendar months.

h. A **"Defect"** is any part of the Works not completed in accordance with the Contract.

i. The **"Defects Liability Period"** is the period mentioned in the 'Appendix to Form of Tender' and calculated from the Completion Date in accordance with Clause 50 of GCC.

j. **"Drawing"** means the drawing or drawings specified in or annexed to the specification;

k. The **"Employer"** or **"BMRCL"** means the Bangalore Metro Rail Corporation Limited or the person named as such in the Tender document and includes the legal successors or permitted assigns of the Employer,

l. **"Engineer"** means any person/party nominated or appointed from time to time by the Employer to act as the Engineer for the purposes of the Contract and notified as such in writing to the Contractor.

m. **"Engineer's representative"** means any person nominated by Engineer with the approval of the Employer who shall exercise the authority of the Engineer to the extent notified by the Engineer.

n. **"Equipment"** is the Contractor's machinery and vehicles brought temporarily to the Site to construct/ execute the Works.

o. The **"Initial Contract price"** is the Contract Price listed in the Employer's Letter of Acceptance.

p. **"Letter of Acceptance"** means the letter or memorandum communicating to the Successful Tenderer the acceptance of his Tender and includes other communication modes included in the Instructions to Tenderers.

q. **"Materials"** are all supplies, including consumables, used by the contractor for incorporation in the Works.

r. **"Notice to proceed"** means the notice issued by the Employer to the Contractor to proceed with the works at the site.

s. **"Plant"** is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

t. The **"Project Site"** or **"Site"** means the place specified in the contract at which any work is required to be executed by the Contractor under the contract or any other place approved by the Employer for the purpose.

u. **"Appendix to Form of Tender"** is the Salient Features of Contract that defines the documents and other information which comprise the Contract.

v. **"Signed"** includes stamped, except in the case of acceptance of Tender or any amendment thereof;

w. **"Specification"** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

x. The **"Start Date"** shall be the date of issue of 'Letter of Acceptance' (LOA) or the date specified in the 'Notice to Proceed', as the case may be.

y. The **"Stipulated Completion Date"** is the date on which it is intended that the Contractor shall complete the Works. The Stipulated Completion Date is specified in the 'Appendix to Form of Tender'. The Stipulated Completion Date may be revised only by the Employer by issuing an extension of time.

z. A **"Subcontractor"** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.

aa. A **"Variation"** is an instruction given by the Employer which varies the Works.

bb. **"Works"** means what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data/Description of the work/Technical specifications/Scope of works."**Local Content**" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

cc. "**Class-I Local Tenderer/Supplier**" means a Tenderer or service provider, whose goods, services or works offered for procurement, has local content as prescribed for 'Class-I Local Tenderer' under ITT clause 34.

dd. Not Used

ee. Not Used

ff. "**L1**" means the lowest Tender received in this Tendering process as adjudged in the evaluation process as per the Tender.

gg. Not Used

hh. "**Nodal Ministry**" means the Ministry or Department identified pursuant to this Tender in respect of a particular item of goods or services or works.

ii. "**Procuring entity**" means "the Employer" or BMRCL, i.e. Bangalore Metro Rail Corporation Ltd.

**2. Interpretation**

2.1 In interpreting these General Conditions of Contract and Special Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. "Tender" / "Tendering" / "Tenderer" shall also mean "Bid" / "Bidding" / "Bidder". "Offer" also mean Tender / Bid.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Contract Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Priced Bill of quantities
(4) Technical Specifications
(5) Drawings-Not used
(6) Special Conditions of Contract
(7) General Conditions of Contract
(8) Contractor's Proposal and
(9) Any other document listed as forming part of the Contract.

**3. Law governing Contract**

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

**4. Employer's decisions**

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

**5. Delegation**

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

**6. Communications**

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

**7. Not Used**

**8. Other Contractors**

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

**9. Personnel:**

9.1 The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

9.2 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by BMRCL from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.3 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

9.4 **Compliance with Labour Regulations**

9.4.1 The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

**10. Employer's and Contractor's risks**

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

**11. Employer's risks**

11.1 The Employer is responsible for the excepted risks which are (a) in so far as rebellion, riot commotion or disorder or (b) a cause due solely to the design of the works, other than the Contractor's design.

**12. Contractor's risks**

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

**13. Not used**

**14. Contractor to execute the Works**

14.1 The Contractor shall execute the Works in accordance with the Specification and Drawings.

**15. The Works to be completed by the Stipulated Completion Date**

15.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Stipulated Completion Date.

**16. Safety**

16.1 The Contractor shall be responsible for the safety of all activities on the Site.

**17. Discoveries**

17.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

**18. Possession of the Site**

18.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract or Notice to proceed, the reasonable extension of time may be given. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

**19. Access to the Site**

19.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

**20. Instructions**

20.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

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## B. Time Control

### 21. Program

21.1 Within the time stated in the 'Appendix to Form of Tender', the Contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works within 15 days from the date of issue of LOA or earlier as required by the Employer.

21.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time. A revised Program is to show the effect of Variations.

### 22. Extension of the Time for Completion

22.1 The Employer shall extend the Time for Completion of the works if a Variation is issued and which makes it impossible for Completion to be achieved by the Stipulated Completion Date.

22.2 The Employer shall decide whether and by how much to extend the Stipulated Completion Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Variation and submitting full supporting information.

### 23. Delay ordered by the Employer

23.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works. However, no monetary claims whatsoever shall be paid to the Contractor or entertained on this account.

### 24. Management meetings

24.1 The Employer may require the Contractor to attend a Management meeting. The business of a Management meeting shall be to review the progress achieved and the plans for remaining work.

24.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the Management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

### 25. Performance Security / Security Deposit

25.1 Within 20 days of receipt of notification communicated by the Employer by issue of "Letter of Acceptance", the Contractor shall furnish a Performance Security (including additional security for unbalanced Tenders, if required) for an amount as specified in **Appendix to Form of Tender (Section 4)** in one of the following forms:

(a) A crossed **Demand Draft / Pay Order / Banker's Cheque** in favour of the "Bangalore Metro Rail Corporation Ltd," from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule, **payable at Bengaluru**.

or

(b) An irrevocable **Electronic Bank Guarantee (e-BG) or Bank Guarantee** issued from an Indian Scheduled Bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn on and payable & extendable at a designated branch in Bengaluru in the Form given in Proforma-B of Section 9 to the Tender documents. However, 'Performance Security' Bank Guarantee format is also available in https://tenderb.bmrc.co.in.

In case furnishing of an acceptable Performance Security is delayed by the Contractor beyond the period provided in GCC clause 25.1, the Employer may forfeit the Earnest Money Deposit / Tender Security.

25.2 On the performance and completion of the Contract in all respects, the Performance Security will be converted into Guarantee to warrant the Defect Liability obligations of the Contractor. The Performance Security shall be valid up to 03 months beyond the Defects Liability Period for the Entire Work and the additional security for unbalanced Tenders shall be valid until a date 30 days from the date of issue of the certificate of completion. The Performance Security will be returned within 03 months after satisfactory completion of Defects Liability Period.

25.3 The Employer shall be entitled and it shall be lawful on his part to forfeit the amount of the Performance Security in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the Contract under reference or any other Contract with the Employer.

The Employer shall also be entitled to deduct from the amount of the Performance Security any loss or damage which the Employer may suffer or be put by reason of or due to any act or other default, recoverable by the Employer from the Contractor in respect of the Contract under reference or any other Contract.

On occurrence of either of the aforesaid events, the Employer shall call upon the Contractor to maintain the amount of the Performance Security as its original limit by furnishing fresh Bank Guarantee of additional amount, provided further that the Employer shall be entitled to recover any such claim from any sum then due or which at any time thereafter may become due to the Contractor under this or any other Contracts with the Employer.

25.4 The Performance Security shall remain in full force and effect during the period that would be taken for satisfactory performance/ completion of the Works and fulfillment in all respects of the Contract and shall in the first instance be valid until 3 months beyond the Defects Liability Period. Before the expiry of the date of validity of the Performance Security, the Contractor on being called upon by the Employer from time to time shall obtain from the Guarantee Bank, extension of time for validity thereof for a period of six months, on each occasion. The extension or extensions aforesaid, executed on non-judicial stamp paper of appropriate value must reach the Employer at least thirty days before the date of expiry of the Performance Security on each occasion.

25.5 As and when an amendment is issued to the Contract, the Contractor shall, within 15 days of the receipt of such an amendment furnish to the Employer an amendment to the Performance Security rendering the same valid for the Contract as amended and up to 3 months beyond amended completion of Defects Liability Period. All expenses of this shall be borne by the Contractor.

25.6 The Performance Security and or any amendment thereto shall be executed on a Non Judicial stamp paper of requisite money value in accordance with the laws of the country in which the same is/are executed by the party competent to do so.

25.7 If the Contractor, having been called upon by the Employer to furnish Performance Security, fails to furnish the same, it shall be lawful for the Employer :

i) to recover from the Contractor the amount of Performance Security by deducting the amount from the pending bills of the Contractor under any Contract with the Employer or the government or any other person Contracting through the Employer or otherwise however, OR

ii) to cancel the Contract or any part thereof and to execute or authorize to execution of the Works at the risk and cost of the Contractor and in that event the provisions of clause GCC 46 & 47 of GCC shall apply as far as applicable.

**26. Not Used**

## C. Quality Control

**27. Identifying defects**

27.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

**28. Tests**

28.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it has a defect, the Contractor shall pay for the test and any samples. If there is no defect, the testing charges shall be borne by the Employer.

**29. Correction of Defects**

29.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion and is defined in the 'Appendix to Form of Tender'. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

29.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

**30. Uncorrected defects**

30.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount or will be recovered from any amount due to the Contractor from the Employer including Performance Security.

**31. Inspections and Tests**

31.1 The Employer or its representative shall have the right to inspect and/or to test the materials or works to confirm their conformity to the Contract specifications at no extra cost to the Employer. Special Conditions of Contract and the Technical Specifications shall specify what inspections and tests the Employer requires and where they are to be conducted. The Employer shall notify the Contractor in writing in a timely manner of the identity of any representatives retained for these purposes.

31.2 Should any inspected or tested materials fail to conform to the specifications, the Employer may reject the materials or Works and the Contractor shall either replace the rejected materials or make alterations /rectifications necessary to meet specification requirements free of cost to the Employer.

31.3 The Employer's right to inspect test and where necessary, reject the materials or Works at Project Site shall in no way be limited or waived by reason of the materials or Works having previously been inspected, tested and passed by the Employer or its representative prior to the dispatch of the materials.

31.4 Nothing in GCC Clause 31 shall in any way release the Contractor from any warranty or other obligations under this Contract.

**32. Acceptance Certificates:**

On successful completion of acceptability test, receipt of deliverables etc, and after the Employer is satisfied with the completion of the Works, the Acceptance Certificate signed by the Contractor and the representative of the Employer will be issued. The date on which such certificate is signed shall be deemed to be the date of successful acceptance of the Works.

## D. Cost Control

### 33. Bill of Quantities (BOQ)

33.1 The BOQ shall contain items for the construction/Works including installation, testing, and commissioning work (if any) to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item.

### 34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall not make any alteration and/or modification of the Works, unless and until the Engineer instructs or gives consent to a Variation. If the Construction and/or Manufacture Documents or Works are not in accordance with the Contract, the rectification shall not constitute a Variation.

### 35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to ± 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible, the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1, 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 Not Used

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

**36. Submission of bills for payment**

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of;

(i) value of the quantities of the items in the BOQ completed and
(ii) Valuation of Variations.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

**37. Payments**

37.1 Payments shall be adjusted for deductions for advance payments, if any, other recoveries in terms of Contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor within 60 days of submission of complete and valid Bill without any deficiency. The Contractor shall be liable to pay liquidated damages for shortfall in progress

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

**38. Not Used**

**39. Taxes & Duties**

39.1 The Contract Price quoted by the Contractor shall be in accordance with the respective Special Conditions of the Contract and the Employer will perform such duties in regard to the deduction of taxes at source as per applicable law.

**40. Liquidated damages**

40.1 The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the 'Appendix to Form of Tender' for each day that the Completion Date is later than the Stipulated Completion Date (for the whole of the Works or the milestone as stated in the 'Appendix to Form of Tender'). The total amount of liquidated damages shall not exceed the amount defined in the 'Appendix to Form of Tender'. The Employer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

40.2 If the Stipulated Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Contractor by adjusting the next payment of bill.

**41 Cost of repairs**

41.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Liability Period shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

## E. Finishing the Contract

### 42 Completion

42.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is completed.

### 43 Taking over

43.1 The Employer shall take over the Site and the Works within seven days of issuing a Certificate of Completion.

### 44 Final Bill / Account

44.1 The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's Final Bill / Account, if it is correct and complete. If it is not, the Employer shall issue within 90 days a Schedule that states the scope of the corrections or additions that are necessary. If the Final Bill / Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised Final Bill / Account.

### 45 Not used

### 46 Termination

46.1 The Employer may terminate the Contract if the contractor causes a fundamental breach of the Contract.

46.2 Fundamental breaches of Contract include, but shall not be limited to the following:

(a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program and the stoppage has not been authorized by the Employer;

(b) the Contractor becomes bankrupt or goes into liquidation other than for a reconstruction or amalgamation;

(c) the Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within thirty (30) days of receipt of notice of failure from BMRCL or within such further time period as BMRCL may have subsequently approved in writing ;

(d) the Contractor does not maintain safety and security which is required;

(e) the Contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the 'Appendix to Form of Tender'; and

(f) if the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

(ii) "Fraudulent practice" means any omission or misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-

competitive levels and to deprive the Borrower of the benefits of free and open competition."

46.3 When either party to the Contract gives notice of a breach of Contract to the Employer for a cause other than those listed under Sub Clause 46.2 above, the Employer shall decide whether the breach is fundamental or not.

46.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

46.5 If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

**47 Payment upon Termination**

47.1 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the Contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the 'Appendix to Form of Tender'. Additional Liquidated Damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

47.2 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the Contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

**48 Property**

48.1 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

**49 Release from performance**

49.1 If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor, the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

## F. OTHERS

**50 Warranty/ Defects Liability Period**

50.1 The Contractor warrants that all Works executed under this Contract shall have no defect arising from materials or workmanship (except when the material is required by the Employer's Specifications) or from any act or omission of the Contractor, that may develop under normal use of the supplied materials or the Works in the conditions prevailing in the country of final destination.

50.2 This warranty shall remain valid for a period specified in Appendix to Form of Tender after the materials or Works or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract. The Contractor shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Contractor, these guarantees are not attained in whole or in part, the Contractor shall at its discretion either:

a) make such changes, modifications, and/or additions to the Works or any part thereof as may be necessary in order to attain the Contractual guarantees specified in the Contract at its own cost and expense and to carry out further Performance Tests in accordance to respective Special Conditions of Contract / Technical Specifications. OR

b) Pay liquidated damages to the Employer with respect to the failure to meet the Contractual guarantees. The rate of these liquidated damages shall be as per GCC clause 40 or respective Special Conditions of Contract or as specified in the Technical Specifications.

50.3 The Employer shall promptly notify the Contractor in writing of any claims arising under this warranty.

50.4 Upon receipt of such notice, the Contractor shall, within the period of 3 days and with all reasonable speed, repair or replace the defective Works or parts thereof, free of cost at the ultimate destination. In the event of any correction of defects or replacement of defective material during the Warranty period, the Warranty for the corrected or replaced material shall be extended to a further period from the date of replacement/repair/renewal.

50.5 If the Contractor, having been notified, fails to remedy the defect(s) within 3 days, the Employer may proceed to take such remedial action as may be necessary, at the Contractor's risk and expense and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

## 51 Force Majeure

51.1 Notwithstanding the provisions of GCC Clauses 21, 22, 23, the Contractor shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

51.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Employer either in its sovereign or Contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

51.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such conditions and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## 52 Settlement of Disputes

52.1 The Employer and the Contractor shall make every effort to resolve amicably through negotiation any disagreement or dispute arising between them under or in connection with the Contract.

## 53 Patent Rights

53.1 The Contractor shall indemnify the Employer against all third-party claims of infringement of Intellectual Property rights of patent, trademark or industrial design rights arising from use of the materials or design or data or any part thereof in India.

**54 Limitation of Liability**

54.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to GCC Clause 53,

a) The Contractor shall not be liable to the Employer, whether in Contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer; and

b) The aggregate liability of the Contractor to the Employer, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective Works / equipment.

**55 Governing Language**

55.1 The Contract shall be written in English language. Subject to GCC Clause 3, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the same language.

**56 The Courts of Jurisdiction**

56.1 Any suit or application, arising out of any dispute or difference on account of this Tender shall be filed in a competent court at Bangalore, Karnataka only and no other court or any other district of the country shall have any jurisdiction in the matter.

**57 Notices**

57.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by facsimile or cable or telex or by hand (duly acknowledged) and confirmed in writing to the other Party's address specified in Special Conditions of Contract.

**58 Use of Contract Documents and Information; Inspection and Audit by the Government**

58.1 The Contractor shall not, without the Employer's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Employer in connection therewith, to any person other than a person employed by the Contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

58.2 The Contractor shall not, without the Employer's prior written consent, make use of any document or information enumerated in GCC Clause 58.1 except for purposes of performing the Contract.

58.3 Any document, other than the Contract itself, enumerated in GCC Clause 58.1 shall remain the property of the Employer and shall be returned (in all copies) to the Employer on completion of the Contractor's performance under the Contract if so required by the Employer.

58.4 The Contractor shall permit BMRCL to inspect the Contractor's accounts and records relating to the performance of the Contractor and to have them audited by Auditors appointed by the BMRCL, if so required by BMRCL.

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# SECTION 6 : SPECIAL CONDITIONS OF CONTRACT

## 1. General

The following Special Conditions shall be read in conjunction with Section 5: General Conditions of Contract including Amendments/ Corrigendum thereto. If any provision in these Special Conditions is at variance with that of the aforesaid documents, the later shall be deemed to take precedence there over.

## 2. Scope of Work / Inspection of Site

The Tender is percentage Tender. The cost of all the individual items shall be computed for the entire work and the Tender premium (plus or minus or at par) on the Total cost shall be quoted. The work under this contract comprises of entire completion of the works described in the document and as specified in the Technical Specifications, Tenderer are advised to visit the Site(s) and ascertain for themselves the exact scope of work and its Working Conditions, viz. Working Hours, Availability of Site(s), availability of labour and materials and such other relevant conditions which effect the execution and the entire completion of the works etc. and quote their Tenders (Percentage) accordingly. Any claim whatsoever will not be entertained by the BMRCL at a later date. For the purpose of inspection of site, the Tenderer is advised to contact the Engineer who will give reasonable instructions/facilities thereof. The Tenderer shall deemed to have inspected the site and its surrounding beforehand and taken into account all relevant factors pertaining to site in the preparation and submission of this Tender.

## 3. Subcontracting (GCC Clause 7)

The Contractor shall not subcontract whole or part of the Works.

## 4. Compliance with labour regulations (GCC Clause 9.4)

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications / bye laws / Acts / Rules / regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of Security Deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

## 5. Safety (GCC Clause 16)

**Fire Precautions:**

5.1 The Contractor, his agents, representative, workmen etc., shall strictly observe the orders pertaining to fire precautions prevailing within the restricted area.

5.2 Motor transport vehicles, if any allowed by the Engineer to enter the restricted area, must be fitted with serviceable fire extinguishers.

## 6. Access to the Site (GCC Clause 19)

**Security and Passes:**

6.1 Contractor's attention is invited to condition that, he shall employ only Indian Nationals after verifying their antecedent and loyalty. The contractor shall, maintain list of his agents, employees and work people concerned and shall satisfy the Engineer as to the bonafides of such people, and submit to the Engineer / Employer on demand.

6.2 The Employer shall at his discretion have the right to issue passes as per rules and regulations of the installation, area in force to control the admission of the contractor, his agents employees and work people to the site of the work or any part thereof. Passes should be returned at any time on demand by the Engineer or the authorities concerned and, in any case on completion of work.

6.3 The contractor and his agents, employees and workers shall observe all the Rules promulgated by the authority controlling the installation area in which the work is to be carried out. e.g. Prohibition of smoking and lighting, fire precautions, search of persons on entry and exit, keeping to specific route, observing specified timing etc., nothing extra shall be admissible for any man hours, etc., lost on this account.

6.4 **Conditions of working in restricted area**

Work under this contract lies in Non restricted area.

6.4.1 **Visit to site area**

Permission to enter site areas at the time of submission of Tenders can be obtained through the Employer or his authorized Representative. Tenderers are advised to send prior intimation of their agents, representatives etc., if any, dates and time of their proposed visit so that necessary arrangements may be made by Employer to secure admission .Whether a Tenderer visits the site or not he shall be deemed to have full knowledge of the restriction of entering into/exit from and working within the restricted area.

6.4.2 **Entry/Exit**

The contractor his agents/representatives, workmen etc., and his materials, carts, trucks or other means of transport etc., will be allowed to enter through and leave from only such gate or gates and such times as the employer or authorities in charge of the restricted areas may at their sole discretion permit to be used. The contractor's authorized representatives are required to be present at the place of entry and exit for the purpose of identifying his carts, trucks etc., to the personnel in charge of the security of restricted areas.

6.4.3 **Identity Cards or Passes**

The contractor, his agents and representatives are required individually to be in possession of an identity Card or Pass duly verified by the Employer or his authorized Representative. The identity card or pass will be examined by the Security Staff at the time of entry into or exit from the Restricted Area and also at any time or number of times inside the Restricted Area.

6.4.4 **Identity of Workmen**

(i) Every workman shall be in possession of an identity card. The Identity Card will be issued after thorough investigation of the antecedents of the laborers by the contractors and attested by Officer-in-Charge of the unit concerned in accordance with the Standing Rules and regulations of the units.

(ii) Contractor shall be responsible for the conduct and action of his workmen, agents or representatives.

6.4.5 **Search**

Thorough search of all persons and transport shall be carried out at each gate and for as many times as the gate is used for entry or exit and may also be carried out at any time or any number of times at the work site within the Restricted area.

6.4.6 **Working Hours**

6.4.6.1 Works to be carried out during night time after revenue hours under line block. Generally line block will be given at 00:00 hrs to morning 04:00 hrs. Works have to be completed within the time and line should be handed over for train service.

6.4.6.2 In an emergency condition, Contractor may also be allowed to carry out the work beyond that mentioned in clause No. 6.4.6.1, but however, no movements of materials and transport out of site of work shall be permitted during day or night unless special permission is obtained from the higher authorities.

6.4.7 **Work on Holidays**

(i) The contractor shall not carry out any work on Gazetted Holidays/Weekly holidays and other non-working days except when he is specially authorized in writing to do so by the Engineer or his Representative. The Employer may at his sole discretion, declare any day as holiday or non-working day without assigning any reasons for such declaration.

(ii) The Contractor shall provide adequate lighting and safety arrangements when working on holidays. No increase in rates or additional payments shall be admissible for night work to the Contractor by the Employer.

6.4.8 **Access to work area after completion of Works** :-

After the works are completed and surplus stores etc. are removed, the contractor, his agents, representatives or workmen etc., may not be allowed to have access to the work area except for attending any rectification of defects pointed out to him by the Engineer / Employer.

6.4.9 **Water**

Water will be supplied by the BMRCL. The contractor shall make his own arrangement from the earmarked location.

6.4.10 **Co-operation with other Agencies**

The contractor shall permit free access and generally afford reasonable facilities to other agencies or departmental workmen engaged by the BMRCL to carry out their part of the work, if any, under separate arrangements.

6.4.11 **Electric Supply**

Electricity shall be provided on chargeable basis considering the unit rate charged by BESCOM to BMRCL (i.e. based on the prevailing rate/s of BESCOM), if available and feasible. Otherwise, the Contractor shall make his own arrangements at his own cost, for Electrical Power and gas required for his works. Work shall not be delayed for non-availability of electricity/gas.

6.4.12 **Emergency Works**

If, by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the Facilities, the Contractor shall immediately carry out such work, under intimation to the Engineer.

**7. Inspections and Tests (GCC Clause 31)**

7.1 **Inspections and tests at final acceptance are as follows:**

(i) The inspection of the materials / Works shall be carried out to check whether the materials / Works are in conformity with the Technical Specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of Contract. Following broad test procedure will generally be followed for inspection and testing of works.

(ii) The acceptance test will be conducted by the Contractor in presence of the Employer/ Engineer / their representative or any other person nominated by the Employer / Engineer. The acceptance will involve trouble-free operation. There shall not be any additional charges for carrying out acceptance tests. No malfunction, partial or complete failure of the Works should occur.

(iii) In the event of the materials / Works failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the Employer reserves the rights to get the Works replaced / redone by the Contractor at no extra cost to the Employer.

7.2 **Materials and Samples**

7.2.1 The contractor shall produce samples of all materials/articles, fittings, accessories etc., that he proposes to use in the Works and get it approved in writing by the Engineer before incorporating in the work. The materials, articles etc., as approved shall be labeled as such and shall be signed by the Engineer and contractor's representative. The samples shall be kept in the custody of the Engineer till payment of final bill.

7.2.2 Materials provided by the contractor for incorporation in the work shall unless otherwise specified in the Technical specifications, comply with the requirement of the latest relevant Indian Standard (IS) in the website of BIS i.e. www.bis.org.in and as specified in 'Karnataka Building Specifications (KBS)', 'Karnataka Roads & Bridges Specifications (KRBS)' and 'Karnataka Public Works Ports and Inland Water Transport Department (KPWP&IWTD)', Bangalore Circle. In case of any difference / discrepancy on the above, the condition in the interest of BMRCL shall prevail.

**8. Variations (GCC Clause 34)**

Total variation under the Contract shall be limited to ± 25% of the Total Original Value of the Contract.

**9. Payments for Variations (GCC Clause 35)**

Payments for variations shall be made in accordance to GCC Clause 35.

**10. Taxes and Duties (GCC Clause 39)**

10.1 The Contract price shall be inclusive of labour cess charges and duties under applicable law but exclusive of CGST and SGST. BMRCL shall pay the output CGST and SGST as invoiced by the contractor to BMRCL

**10.2 Income Tax (IT) deduction:** As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16A shall be furnished by BMRCL in proof of remittance to IT Department. For availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

10.3 The Contract Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source and shall be included in the Total Tender Price.

10.4 Contractors shall be entirely responsible for license fees, road permits and any other incidentals incurred until completion of the whole of the Works and handover to the Employer.

10.5 The Contractor shall maintain complete records of duties, other taxes and levies, etc.; payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.

10.6 Any increase in CGST and SGST shall not be paid in the extended period of Contract for which the Contractor alone is responsible for delay as determined by the Engineer while granting the extension of time". However, this shall not be applicable for "Variations".

## 11. Termination (GCC Clause 46)

11.1 The Fundamental breach of the contract shall also include that "the Contractor has contravened SCC Clause 3 (Subcontracting) and GCC Clause 9 (Personnel).

11.2 In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 46, the Employer;

(i) shall forfeit the performance Security, and

(ii) may carry out the Works, upon such terms and in such manner as it deems appropriate, Works similar to those incomplete, and the Contractor shall be liable to the Employer for any excess costs for such similar Works. However, the Contractor shall continue the performance of the Contract to the extent not terminated.

## 12. Settlement of Disputes (GCC Clause 52)

(a) In case of any Dispute in settling claim or any other matter, the dispute settlement mechanism shall be as per GCC clause 52. Decision of BMRCL shall be final in this regard and binding on both parties.

(b) Not Withstanding any dispute herein :

(i) The Parties shall continue to perform their respective obligations under the contract unless they otherwise agree and

(ii) The Employer shall pay the contractor money due, if any.

## 13. Notices (GCC Clause 57)

For the purpose of all notices, the following shall be the address of the Employer and Contractor

**Employer:**

Bangalore Metro Rail Corporation Ltd
III Floor, BMTC Complex,
K.H Road, Shanthinagar,
Bangalore – 560 027,
Karnataka, India

**Contractor :**

.....
.....
.....
(To be filled in after the award of Contract).

## 14. Use of Contract Documents and Information; Inspection and Audit by the Government (GCC Clause 58)

### 14.1 Security of Classified Documents

The contractor shall not communicate any classified information regarding work to others without prior approval of Engineer. The contractor shall also not make copies of the design/drawings and other documents furnished to him in respect of works and he shall return all documents after completion of works or on earlier determination of contract. The contractor shall along with final bill, attach a receipt from the Engineer in respect of his having returned the classified documents as per condition of General Conditions of Contract.

**15. Protection of Environment: (New Clause)**

[[The Contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub -contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

**16. Approved Materials (New Clause)**

16.1 The Contractor shall obtain approved materials from manufacturers authorized stockiest where such authorized stockiest have been appointed. The contractor shall produce original receipt voucher of the same.

16.2 The Contractor shall ensure that approved materials are brought to site in original sealed containers/packing, without breaking manufacturer's markings.

**17. Contract Extension:**

At the discretion of the employer the contract period may be suitably extended till completion of the work in consultation with the contractor with the same terms and conditions of the contract.

**18. Payments (GCC Clause 37)**

**BMRCL has registered itself in TReDS platform for acceptance of contractor's bills (factor unit), in case the contractor opts for the same.**

--- XXX ---

# SECTION 7 – TECHNICAL SPECIFICATIONS

## 1. GENERAL

1.1 All works under this contract shall be strictly carried out in accordance with General Rules, specifications, special conditions and all as other preambles in the KBS (2008), KRBS (2002) specifications and SOR 2023-24 of PW, P & IWTD SOUTH ZONE, Bangalore including errata and amendments read in conjunction with Technical specification and General Conditions of Contract. Technical specification shall take precedence over the Schedule wherever in variance.

1.2 Materials to be provided by the contractor for incorporation in the work shall unless otherwise specified in the Technical specification comply with their requirements of the relevant Indian Standard (IS) including errata and amendments read in conjunction with latest edition. The contractor may, however, at his own discretion provide and incorporate in the works such materials complying with the requirement of any subsequently amended or revised edition of the corresponding IS without any price adjustment of the lump sum or while pricing deviation.

1.3 Technical specifications given here-in-after are in brief and intended only to particularize, amend and emphasize the specification given in KBS (2008) , KRBS (2002) specifications which are not repeated here-in-after.

1.4 Specification of materials and workmanship shall be all as described in KBS (2008) & KRBS 2002) specifications except where specifically mentioned otherwise in these documents. General rules, preambles to various section/rates, special condition and method of measurement given in KBS (2008), KRBS (2002) specifications shall also apply to the contract unless otherwise mentioned in the tender documents.

## . SCOPE OF WORK

2.1 The scope of work under this contract is **"Miscellaneous civil related repair works under SSM Line 1"**comprises of entire completion of the work described in schedule 'A' and 'B' as specified in these Technical specifications. Tenderer are advised to visit the Site(S)/Building(S) and ascertain for themselves the exact scope of work and its Working Conditions, viz. Working Hours, Availability of Site(s), etc.; and quote their Tenders (Unit Rate) accordingly. Any claim whatsoever will not be entertained by the Employer at a later date.

## 2.2. MATERIALS AND THEIR TEST:

The rates quoted are deemed to include for all tests as specified and as required in IS. The Tenderer shall not be allowed any claim on this account. All test are mandatory and shall be carried out as per standard method of testing. The list of testing of materials and their level of test is as prescribed in the relevant IS codes.

## 3. MATERIALS

3.1 All materials to be supplied by contractor for incorporation in the work shall conform to relevant specifications. In case specification for any materials needed for incorporation in the work is not contained in any of the contract documents the specification of such materials proposed to be incorporated in work shall be got approved in writing from the Engr-in-Charge incorporation in the work.

3.2 All manufactured materials/articles other than those manufactured in contractor's workshop at site of works shall bear I.S certification marks. In case any such articles do not bear the IS certification marks but conform to relevant specifications and are proposed to be incorporated in the works, samples to the same shall be got approved in writing from the Engr –in- Charge before their incorporation in the works. The contractor shall submit sufficient evidence to Engineer-in-Charge to show that such articles conform to the relevant specifications.

3.3 The contractor shall supply samples of materials taking into account delivery period (s) after placing firm order and allowing ample time for their testing and approval in order that if the samples supplied fail to comply with the specified requirements there will be sufficient time for him to submit fresh samples well before the materials are required to be used.

3.4 All manufactured materials/articles shall be brought at site in original sealed containers/packing bearing manufacture's marking unless the quantity required is a fraction of the smallest commercial packing. Sealed container shall be opened in the presence of Engineer-in-Charge as

and when required and empty container should be kept in contractor's store till the completion of the project for inspection by Engineer –in-charge or his representatives.

3.5 Materials of proprietary nature such as paints, water proofing compound, materials required for water proofing of the roof, shall be measured and recorded in the measurement books/material register as soon as the same is/are brought to site and approved for use. Such measurements will be signed by the Engineer-in-Charge and the authorized representative of the contractor. The contractor is required to obtain all such materials direct from the manufactures/their authorized dealers (if any) and to submit to Engineer-in-Charge original stamped receipted bills along with relevant invoices in support of having brought the full quantity required for incorporation in the work and these documents duly endorsed by the Engineer-in-Charge to the effect that the same materials and quantity have been used in the works. The contractor shall comply with such instructions as are given to him in writing from time to time by the Engineer-in-Charge.

3.6 All local available building materials like aggregate, brick, solid bricks, sand etc., shall merely conforming to the samples kept in DGM/SSM office in addition to their conforming with their relevant specifications given in the tender documents. The samples of all such materials shall be got approved from the Engr-in-Charge in writing before these materials are brought to site in bulk. In case of any difference between samples kept in DGM/CSW office and as that specified in respective IS; the specification laid down in IS shall take precedence. In case of any difference in opinion between Engr –in-Charge and contractor in this regard, the decision of DGM/SSM shall be final and binding.

## 4. EARTH WORK

4.1 General: All type of Excavation (in trenches/excavation over areas etc.) and filling in trenches shall be carried out as described in Clause 2.8 of Section 2 of KBS 2008. Bailing/pumping out of water, if required, shall be done as described in Clause 2.5 of Section 2 of KBS 2008. No extra payment shall be admissible for the above mentioned operations.

## 5. CONCRETE WORK

5.1 General: All types of concrete works includes specification of materials like Size and grading, Testing & stacking of materials (coarse aggregates, fine aggregates, water & Brick aggregates etc), Admixtures required, Specification of concrete including Proportioning of material, mixing, placing of concrete, mode of measurements etc all as per Section 4 of Karnataka Building Specification (KBS) 2008 as applicable.

5.2 Specifications for ready mixed concrete and reinforced ready mixed concrete including Formwork (Centering & Shuttering) - Refer clause No 4.5 & 4.6 of Section 2 of KBS 2008.

## 6. DAMP-PROOFING AND WATER-PROOFING WORK

General: All types Damp proofing and water proofing work includes specifications for general preparatory work, water proofing to all types of roof, specification of materials, construction practice and mode of measurements etc all as per Section 10 of Karnataka Building Specification (KBS) 2008 as applicable.

## 7. FINISHING WORKS :

General: Specifications for all types of painting, namely distempering, oil paint, emulsion paint, cement paint, synthetic gloss paints, bituminous paints, etc, on masonry, concrete and plaster surfaces (calcareous surfaces) includes construction practice for painting, specification of materials etc all as per Section 15 of Karnataka Building Specification (KBS) 2008 as applicable.

## 8. SITE CLEARANCE AND CLEARING AND GRUBBING ROAD LAND :

All as specified in Section 200.1 of KARNATAKA ROADS AND BRIDGES SPECIFICATIONS ( KRBS).

9. **NON SOR / Non Schedule items**: All as directed by Engineer –in- Charge.

10. **Epoxy Putty ( Make : FOSROC, SIKA, BASF (OR) equivalent to similar properties)**
Shall be of two component system mixed with a ratio of 2:1 and a Pot life not exceeding 30 minutes after mixing at +27 degree. Requires a compressive strength greater than or equal to 45N/mm^2 for 1 day and 48N/mm^2 for 7 days. Bond strength shall be greater than 1.5 N/mm^2. All surfaces must be clean and free from loose particles, grease, oil ete before applying of putty. Consumption can vary dependent on Site Conditions. With all Contractor's materials, power supply, labour, lead, lift, T&P etc. complete and as directed by Engineer- in-charge.

11. **Epoxy grout**: Pressure grouting of pier through already fixed nozzle at all heights of the pier using low viscous epoxy grout Epoxy Grout FOSROC Conbextra EP-10 or any other equivalent material according to manufacturer's advice, through grouting pumps with a pressure up to 2-5kg/cm2, with all Contractor's materials, power supply, labour, lead, lift, T&P etc. complete and as directed by Engineer-in- charge.

12. **Protective and WATER PROOFING coating**: Material and methodology as specified by FOSROC Deck guard E 2000 or any other equivalent material. Portal beam pier cap top surface painting. With all Contractor's materials, power supply, labour, lead, lift, T&P etc. complete and as directed by Engineer-in- charge.

13. **Epoxy -75 (EP 75)** - Material and methodology as specified by FOSROC/ any other equivalent material. Existing honeycombs to be filled up with surface preparation, and making all preliminary works. With all Contractor's materials, power supply, labour, lead, lift, T&P etc. complete and as directed by Engineer- in- charge.

14. **Nitobond EP** - Material and methodology as specified by FOSROC/ any other equivalent material. High strength epoxy bonding agent for new to old concrete and primer for repair mortars to concrete substrates. With all Contractor's materials, power supply, labour, lead, lift, T&P etc. complete and as directed by Engineer- in- charge.

15. **Repair mortar**: Master Emaco S 348 or any other Equivalent material to repair the expiating honeycombs. With all Contractor's materials, power supply, labour, lead, lift, T&P etc. complete and as directed by Engineer- in- charge.

16. **SAFETY IN CONSTRUCTION :**

16.1 The contractor shall employ only such methods of construction, tools and plant as are appropriate for the type of work or as approved by Engineer-in-Charge in writing.

16.2 The contractor shall take all precautions and measures to ensure safety of works and workman and shall be fully responsible for the same. Safety pertaining to construction works such as, scaffolds, ladders, working platforms, gangway, mixing of bituminous materials, electric and gas welding, use of hoisting and construction machinery shall be governed by CPWD safety code, relevant safety codes and the direction of Engineer-in-Charge.

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# SECTION 8 – DRAWINGS

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## SECTION 9: PROFORMA OF BANK GUARANTEES

**PROFORMA – A: Form of Bank Guarantee for Tender Security / Earnest Money Deposit**

**PROFORMA – B: Form of Bank Guarantee for Performance of Contract**

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## PROFORMA - A

## FORM OF BANK GUARANTEE FOR TENDER SECURITY / EARNEST MONEY DEPOSIT

(Reference ITT clause 14)

*(To be stamped in accordance with Stamp Act, if any, applicable for the issuing bank)*

To,
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru- 560027.
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Tenderer]* (hereinafter referred to as the "Bidder" or "Tenderer") has undertaken for submission of Tender in pursuance of Tender Notification No. _____ for _____ *[Name of the Works]* (hereinafter referred to as the "Bid" or "Tender").

2. **AND WHEREAS** it has been stipulated in the Tender issued by Bangalore Metro Rail Corporation Limited (BMRCL) (hereinafter referred to as the "Employer" or "BMRCL") that the Tenderer shall furnish to Employer an unconditional and irrevocable Bank Guarantee from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule, for the sum specified herein below as Tender Security(EMD) for compliance of the obligations in accordance with the Tender conditions. In pursuance to this, M/s_____ has requested for issuance of the Bank Guarantee for the sum specified herein below as Tender security (EMD).

3. **AND WHEREAS** we _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, do hereby agree to give the Employer such a Bank Guarantee drawn and payable at Bengaluru _____ branch on behalf of the tenderer.

4. **NOW therefore**, the Bank hereby affirm that it is the guarantor and responsible to 'Employer' and their successors, on behalf of the 'Tenderer' up to a total sum of INR/Foreign Currency/ies _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies as specified in the Tender document]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at our designated Branch as mentioned below:
*Name of the Bank, Branch and contact details Address Telephone no: & Fax No: E-mail Address Branch Manager/s name & mobile No: Bank Zonal Office Address, Telephone No, Fax Number, E-mail Address:* _____

OR

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer as given below:

| Sl. No. | Particulars | Details |
|---|---|---|
| i | Name of Beneficiary | Bangalore Metro Rail Corporation Limited |
| ii | Name of Bank | Bank of India |
| iii | Branch | Cantonment Branch, Bengaluru. |
| iv | Address of Branch | 49, Jyothi Mahal, St. Mark's Road, Bangalore - 560001 |
| v | Account No. | 840420110000760 |
| vi | IFSC Code: | BKID0008404 |

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have full rights to encash this bank guarantee at any time during the validity period and the 'Tenderer' shall have no right or claim whatsoever in the matter of encashment of the Bank guarantee amount by the 'Employer'. The Bank will be fully responsible in terms of the guarantee and obligation, to make immediate payment to 'Employer', without the consent of the Tenderer and without referring the matter to the 'Tenderer'.

9. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Tenderer' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Tenderer'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Tenderer' or change in the constitution of the bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being_____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of _____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*

14. This guarantee shall be valid till _____ *[Date to be mentioned].*

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on whichever of the following events first occurs.
    a) Payment by the Bank of the guaranteed sum in full to the 'Employer',
    or
    b) Receipt of written communication from the 'Employer' to the Bank along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of e-BG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

*Note:*

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
2. *The above format shall be used for e-Bank Guarantee also.*
3. *For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.*
4. *Tender No. shall be the reference to be stated in the e-BG.*

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## PROFORMA – B

## FORM OF BANK GUARANTEE FOR PERFORMANCE OF CONTRACT

(Refer GCC clause ……)

*(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)*

To
Bangalore Metro Rail Corporation Limited (BMRCL)
3rd Floor, BMTC Complex,
K.H. Road, Shanthinagar
Bengaluru – 560027,
Karnataka, INDIA.

1. **WHEREAS** _____ *[Name and Address of the Contractor]* (hereinafter referred to as the "Contractor") has undertaken for due performance of the Contract, in pursuance of LoA/Contract No. _____ for _____ *[Description of the Contract work to be specified]* (hereinafter referred to as "the Contract"). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the "Employer" or "BMRCL"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor.

2. **AND WHEREAS** it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Bank Guarantee for *Performance Security*for the sum specified herein below as security for *compliance of the obligations and performance of the Contractor*. In pursuance to this M/s. _____ (the Contractor) has requested for issuance of the Bank Guarantee for the sum specified herein below.

3. **AND WHEREAS we** _____ *[Name and full address of the Bank including Email address]* having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, and the correspondent Bank hereby agrees to give the Employer on behalf of the Contractor such a Bank Guarantee drawn and payable at Bengaluru branch.

4. **NOW therefore**, the Bank hereby affirm, that it is the guarantor and is responsible to the Employer and their successors, on behalf of the Contractor 'up to a total sum of _____ *[the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable]*. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.

5. This Bank Guarantee is encashable at the Issuing Bank's designated Branch in Bengaluru, Karnataka, India as mentioned below:

*Name of the Bank, Branch and contact details, Address, telephone no: & Fax No: E-mail Address Branch Manager/s name & Mobile No: Bank Zonal Office Address, Telephone No, Fax*

*Number, E-mail Address:* _____

OR

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer (Bangalore Metro Rail Corporation Limited) as given below:

| Sl. No. | Particulars | Details |
|---|---|---|
| i | Name of Beneficiary | Bangalore Metro Rail Corporation Limited |
| ii | Name of Bank | Bank of India |
| iii | Branch | Cantonment Branch, Bengaluru. |
| iv | Address of Branch | 49, Jyothi Mahal, St. Mark's Road, Bangalore – 560 001 |
| v | Account No. | 840420110000760 |
| vi | IFSC Code: | BKID0008404 |

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.

8. The Employer shall have rights to encash this Bank Guarantee at any time during the validity period and the 'Contractor' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the 'Employer'. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the 'Employer', without the consent of the 'Contractor' and without referring the matter to the 'Contractor'.

9. The Bank shall be liable to pay the 'Employer', any amount up to and inclusive of the aforementioned full amount upon written order from the 'Employer' to indemnify the 'Employer' for any liability or damage resulting from any defects and/or shortcomings of the 'Contractor' and/or the debts the 'Contractor' may have incurred with the 'Employer' and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Contractor' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Contractor'.

10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.

11. This Bank Guarantee will not be discharged due to the change in the constitution of the 'Contractor' or change in the constitution of the Bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____and

Shri/Smt_____who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.

13. The Bank's liability under this Guarantee shall not exceed the amount of_____ *[Indian Rupees/Foreign Currency/ies to be specified in words and figures].*

14. This Bank guarantee shall be valid till _____ *[Date to be mentioned].*

15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.

16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:

    a) Payment by the Bank of the Guaranteed sum in full to the 'Employer',

    or

    b) Issue of written communication by the Employer, to the Bank, along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of e-BG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

***Notes:***

1. *The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee".*
2. *The Bank Guarantee to be submitted shall be got issued from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule.*
3. *The above format shall be used for e-Bank Guarantee also.*
4. *For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.*
5. *Tender No. shall be the reference to be stated in the e-BG.*

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# SECTION 10:ANNEXURES

**ANNEXURE 1 - FORM OF CONTRACT AGREEMENT**

**ANNEXURE 2 - CHECKLIST**

**ANNEXURE 3 - FORMAT OF DECLARATION TOWARDS DEBARMENT / BLACKLISTING**

**ANNEXURE 4 -UNDERTAKING**

**ANNEXURE 5 - FORM OF SELF-CERTIFICATION AND DECLARATION FOR LOCAL CONTENT**

**ANNEXURE 6 - FORM OF CERTIFICATE FOR ELIGIBLE SOURCE COUNTRIES**

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## ANNEXURE- 1

## FORM OF CONTRACT AGREEMENT

**CONTRACT No. BMRCL/……/……/WORK_INDENT……**

**Petty Repair Works in Reach-2 Section from Krantiveera Sangolli Rayanna (BRCS) Ramp to Vijaynagar (VJN) Stations**

This **Contract Agreement** (hereinafter referred to as the **"Contract"**) is made at Bangalore on the ..... day of ……, 20…. by and between:

**BANGALORE METRO RAIL CORPORATION LIMITED,** a Public Limited Company incorporated under Companies Act 1956 and a 50 : 50 Joint Venture of Government of India and Government of Karnataka for the purposed of execution of a Mass Rapid Transit System in the city of Bengaluru, represented herein by its General Manager Civil/ (O & M), authorized to sign and bind the Company, with its registered and corporate office located at III Floor, BMTC Complex, K.H. Road, Shanthinagar, Bengaluru 560 027, Karnataka State, India hereinafter referred to as the **"BMRCL"** or the **"EMPLOYER"**, as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the one part,

**and**

M/s. ……..(*Name of the Contractor*)……, a ……..(legal status)……Company incorporated under Companies Act 1956, having its office at ……(Contractor's office address) ……represented herein by Mr…… *[Name and designation of the representative) ……., authorized to sign and bind the Company under the Power of Attorney dated ……and the Board Resolution dated……,who shall be responsible to the Employer under the* ***Contract No.*****BMRCL/……/……/WORK_INDENT……***for "***Petty Repair Works in Reach-2 Section from Krantiveera Sangolli Rayanna (BRCS) Ramp to Vijaynagar (VJN) Stations****", hereinafter referred to* as the **"CONTRACTOR"** which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, on the other part,

Hereinafter, BMRCL/Employer and Contractor are collectively referred to as "**Parties**" and individually as "**party**".

WHEREAS, the Employer invited Tenders for Contract No……vide notification no……dated……and the Contractor has in response submitted a Tender for "**Petty Repair Works in Reach-2 Section from Krantiveera Sangolli Rayanna (BRCS) Ramp to Vijaynagar (VJN) Stations .**" (hereinafter referred to in this Agreement as "**the Works**") and agrees to undertake performance of the Works under the terms and conditions set forth in this Contract.

AND WHEREAS, the Contractor emerged as the successful Tenderer and the Employer awarded the Contract to the Contractor and the Contractor agrees for "**Petty Repair Works in Reach-2 Section from Krantiveera Sangolli Rayanna (BRCS) Ramp to Vijaynagar (VJN) Stations.**" under the Terms and conditions specified in this Contract Agreement and the other Contract Documents, forming part thereof.

**NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:**

**Clause 1: Words and Expression**

In this Contract, all the words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.

**Clause 2: The Contract Documents**

2.1The following shall be deemed to form and be read and construed as a part of the Agreement

(a) Letter of Acceptance No. ……. dated ……

(b) The Tender (Bill of Quantities)

(c) Instruction to Tenderers/ Bidders
(d) General Conditions of Contract
(e) Special Conditions of Contract
(f) Bid Forms/ Tender Forms
(g) Technical Specifications including scope of work
(h) Drawings
(i) Employer's clarification to Pre-bid Queries and Addendum No……dated…..
(j) Contractor's 'Qualification cum Technical' and Financial proposals submitted vide letter no……dated……
(k) All correspondence between the Tenderer/ Bidder and BMRCL from the date of issue of NIT and the date of issue of this LOA.
(l) Performance Security in the form of Bank Guarantee issued by…….(name & address of the issuing bank)……, vide BG No……dated……amounting to ……valid upto…… And its authenticity confirmed by the bank vide letter no… dated……
(m) Any other document forming part of this Contract.

2.2 All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract. Also incorporated into the Contract and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein. In the event of a conflict, inconsistency, ambiguity or discrepancy between the contents of the Contract, the order of precedence shall be according to the General Conditions of Contract.

**Clause 3: Integration**

The Employer and the Contractor agree that this Contract Agreement, together with other Contract Documents, expresses all of the agreements, understandings, promises and covenants of the parties, and that integrates, combines and supersedes all prior and contemporaneous negotiations, understandings and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

**Clause 4: Contract Price and Completion Time:**

The Contract prices shall be inclusive of labour cess charges and duties under applicable law but exclusive of CGST and SGST.BMRCL shall pay the output CGST and SGST as invoiced by the contractor to BMRCL. Hence as per clause 39 of General Conditions of Contract and respective Special Conditions of Contract) and completion time for executing the works under the Contract is as below:

| | | |
|---|---|---|
| 1. | Estimated Cost specified in the Tender | Rs…… |
| 2. | Accepted percentage (Tender premium ) (Above or Below or At par) | …… % put to Tender. |
| 3. | Total Contract Price | Rs……<br>(Indian Rupees……only). |
| 4. | Date of Commencement of Works | Date of issue of Letter of Acceptance (LOA) as per clause 29 of ITT. |
| 5. | Completion period | 12 Months from the date of signing of Contract Agreement |

**Clause 5: Obligations of the Contractor:**

The mutual rights and Obligations of the Employer and the Contractor shall be as set forth in the Contract and in particular:-

a) The Contractor agrees, subject to the terms and conditions of the Contract, to perform efficiently and faithfully all of the Works of "Petty Repair Works in Reach-2 Section from

Krantiveera Sangolli Rayanna (BRCS) Ramp to Vijaynagar (VJN) Stations" under the Contract under the Contract Repairs to piers, viaducts ,beams, pedestals painting, fabrication, miscellaneous repair works related to civil works etc requisite for or incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contract

b) The Contractor shall ensure full compliance with Tax laws of India with regard to this Contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Contractor in respect thereof, which may arise.

**Clause 6: Obligation of the Employer**

The 'EMPLOYER' agrees, subject to the terms and conditions of the Contract, to pay Contractor the amount specified and at the rates and terms and in the manner set forth in the Contract.

**Clause 7: Governing Law**

This Contract is construed/interpreted and enforceable under the applicable laws of the Republic of India.

**Clause 8: Language**

This Contract Agreement and the other Contract Documents are made in the English language.

**Clause 9: Notices**

All Notices called by the Terms of the Contract shall be in writing in English Language and shall be delivered by hand or by registered mail with acknowledgement due. All notices shall be deemed to be duly made by the party to whom it is addressed at the following address or such other addresses as such party may subsequently notify the other.

**To Employer:**

Bangalore Metro Rail Corporation Ltd.
III Floor, BMTC Complex,
K.H Road, Shanthinagar,
Bangalore – 560 027,
Karnataka, India

**To Contractor:**

.....
.....
.....
.....
.....

**Clause 10: Jurisdiction of Court**

The Courts at Bengaluru shall have exclusive jurisdiction in respect of all the disputes arising out of this Contract Agreement between the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names by the hands of their authorized representatives on the day and date first above written.

| **For Bangalore Metro Rail Corporation Limited** | **The Contractor** |
|---|---|
| **Employer** | |
| (……) | (  ) |
| The General Manager Civil/O&M | Proprietor |
| | M/s …….. |
| **WITNESS** | **WITNESS** |
| ( 1.  ) | (1.  ) |
| (2.  ) | (2.  ) |

**Note:**

*This Contract Agreement is tentative and may be modified as considered necessary at the time of finalization /signing of the Contract.*

## *ANNEXURE - 2*

## CHECK LIST

(A) The following check list is intended to help the Tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the Tender documents and the list carefully and take necessary action.

(B) Tenderers are also required to submit copy of the checklist, duly marked, along with their offer.

The Tender submittals shall consist of the following:

| | | |
|---|---|---|
| **I** | **QUALIFICATION CUM TECHNICAL PACKAGE** | |
| a. | Earnest Money Deposit (Clause 14 of ITT) | Submitted / Not Submitted |
| b. | Form of Tender on firm's Letter head (Clause 10 of ITT) | Submitted / Not Submitted |
| c. | Notarized Power of Attorney (Clause 15.2 / 16.1 of ITT) / Attested copy of the Partnership deed / Ownership record to demonstrate the authority to sign the Tender submittals. | Submitted / Not Submitted |
| d. | Evidence of 'Tenderer's Eligibility and Qualification Criteria (Clause 2 & 3 of ITT) and **Qualification Information** (Section 3) with CA's certifications. | Submitted / Not Submitted |
| e. | Copy of PAN card | Submitted / Not Submitted |
| f. | Copy of GST Registration certificate | Submitted / Not Submitted |
| g. | **Undertakings** as per prescribed Proforma given in **Annexure-3&Annexure-4 in Section-10.** | Submitted / Not Submitted |
| h. | Constitution or legal status of Tenderer as per clause 1.1 of Section 3. | Submitted / Not Submitted |
| i. | List of works executed and payments received year wise in the last five years as per clause 1.2 of Section 3 duly certified by CA. | Submitted / Not Submitted |
| j. | Existing commitments and ongoing works as per clause 1.3 A of Section 3. | Submitted / Not Submitted |
| k. | Works for which Tenders already submitted as per clause 1.3 B of Section 3. | Submitted / Not Submitted |
| l. | Self-certification and Declaration for Local Content as per proforma given in **Annexure-5 in Section-10**. | Submitted / Not Submitted |
| m. | Certificate for Eligible Source Countries as per proforma given in **Annexure-6 in Section-10**. | Submitted / Not Submitted |
| **II** | **FINANCIAL PACKAGE** | |
| a | 'Pricing document (Bill of Quantities)' through e-Procurement Portal as per Instructions for completing the Pricing Document, Section-XI and ITT Clause 10 of ITT. | Submitted / Not Submitted |

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## ANNEXURE - 3

## FORMAT OF DECLARATION TOWARDS DEBARMENT / BLACKLISTING

We, M/s. ..... *[Name of the Tenderer]*……(hereinafter called the "Contractor"), do hereby affirm and declare that we have NOT been Black listed /Debarred by any Government / Government undertaking / semi Government / Govt. Controlled Institutions/projects in India, during the last five (5) years*.

We have not rescinded the Works after award of the Contract during the last five (5) years*.

In case it is found that above statement is not true, any time during effect of this Tender or currency of the Contract entered between the parties based on the above statement, BMRCL reserves its rights to terminate the Contract and forfeit the Tender Security / Performance Security at its discretion.

Signature of the Tenderer

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## ANNEXURE - 4

## UNDERTAKING

We, M/s..... *[Name of the Tenderer]……*, herein after called "the Contractor", do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the Tender document while performing the contractual obligations relating to ……*[name of work]*…… of BMRCL, Bengaluru.

We do hereby affirm and undertake to follow all labour laws that are applicable from time to time.

We also undertake that the Tender submittals do not contain any deviation or amendment or modification or change of any type whatsoever with regard to tender conditions and specifications.

Place: Signature of the Tenderer

Date: Name

Designation

Seal of the Company

**Note:**

*Last five (5) years shall be counted from 28 days prior to the date of submission of Tender*

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## ANNEXURE - 5

## FORM OF SELF-CERTIFICATION AND DECLARATION FOR LOCAL CONTENT

I/We…… (*jointly and severally*) declare that I/we have offered this Tender with the local content of ……% and has given "details of the locations(s) at which the local value addition is made" as per Attachment to this Annexure.

@ I/We further confirm that I/we submit a certificate herewith issued by the *Statutory Auditor/Cost Auditor of the company* (in the case of companies) or from a practicing cost accountant or practicing Chartered Accountant* (in respect of Tenderers other than companies)* in pursuant to ITT clause 34.2(ii), giving the percentage of local content.

I/We acknowledge the right of the Employer that, failure to submit the same shall disqualify the Tenderer.

I/We acknowledge the right of the Employer to debar the Tenderer for any violation or false declaration, regarding 'Local content' or local value addition (including payments to be made to their vendors for local value addition), which shall be treated as fraudulent practice under ITT Clause 34.3of this Tender for which the Tenderer or its successors can be debarred for up to two (2) years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

**SIGNATURE OF THE TENDERER**

*Note:*

** Delete whichever is not applicable.*

*@ This paragraph is applicable for Tenders with Estimated value more than INR 10 Crore. Otherwise, this provision shall be deleted.*

*Please refer GCC clause 1(xxiv) for definition and valuation of "Local Content."*

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## ANNEXURE - 6

## FORM OF CERTIFICATE FOR ELIGIBLE SOURCE COUNTRIES

*(To be submitted on Tenderer's Letter head)*

1. I/We, …….*(Name of the Tenderer/Member)*……, have read ITT clause 35 regarding restrictions on procurement from a Tenderer of a country which shares a land border with India and on subcontracting to contractors from such countries; and I/we certify that I/we am/are:
   (a) **not from such a country,*

   *or,*

   (b) **from such a country (……indicate country…….), have been registered with the Competent Authority[@],*

   and will not **subcontract** any work to a contractor from such countries unless such contractor is registered with the "Competent Authority".

   I/We hereby certify that I/we am/are fulfilling all requirements in this regard and eligible to be considered, in accordance to ITT clause 35.

2. Not Used
3. *I/We submit a registration certificate herewith as an evidence of valid registration by the "Competent Authority" and I/We further acknowledge the right of the Employer that absence of such a registration certificate in the Tender, if the Tenderer belongs to such country stated above, shall disqualify the Tenderer.
4. I/We acknowledge the right of the Employer to terminate the Tenderer for false declaration or certificate, along with further legal action in accordance with law.

**Signature of the Tenderer**

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# SECTION 11

## INSTRUCTIONS FOR COMPLETING THE PRICING DOCUMENT

1) The Tenderer shall fill in and complete the Bill of Quantities (Financial Package) online through Karnataka Public Procurement Portal (e-Procurement portal) only and **no hardcopy of commercials should be attached or disclosed elsewhere.**

2) The Tenderer shall quote the Tender Premium (Above/Below/At par) on the Total Estimated Cost in the 'Pricing Document (Bill of Quantity)' given in the Karnataka Public Procurement Portal.

3) The total Tender price shall be inclusive of all applicable Taxes and duties under the applicable Acts but **exclusive of CGST & SGST**. BMRCL shall pay the applicable CGST & SGST as invoiced by the Contractor to BMRCL.

4) The Tenderer shall ascertain all applicable Taxes and Duties under the applicable Acts and shall be included in the quoted price.

5) The evaluation and comparison of Tenders shall be made accordingly by BMRCL. No claim will be entertained on this account after acceptance of the Tender or during the currency of the Contract.

6) **Income Tax (IT) deduction:** As per the prevailing rate, IT shall be deducted and remitted to the Income Tax authorities and Form 16 shall be furnished by BMRCL in proof of remittance to IT Department for availing lower deduction of Income Tax, necessary certificate for each financial year issued by the Income Tax Authority shall be furnished by the Contractor, failing which IT at the maximum rate will be deducted.

7) The Tender is a **Percentage Tender**. The Cost of all the individual items shall be computed for the entire work and the Tender Premium (above or below or at par) on the Total (Estimated) cost shall be quoted. Any additional item/s not found in the BOQ and if it is required to be executed for completion of the work under this Contract, the rate for which shall be as per KPWD schedule of Rates of the respective year above or below Tender premium which the BMRCL has accepted. If the item required is not found in any of the schedule of Rates of KPWD or CPWD, then rate shall be worked out as stipulated in GCC Clause 35.

8) The Percentage quoted by the Tenderer shall be fixed for the duration of the Contract and shall not be subject to adjustment on any account.

9) Tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 23.

10) The Tender Price shall be inclusive of all charges of insurance, transportation up to destination, handling, installation, royalties & any other charges leviable and payable by the Contractor under the Contract, or for any other cause and including Tax to be deducted at source and shall be included in the Total Tender Price.

11) The Contractor shall be entirely responsible for license fees and any other incidentals incurred until completion of the whole of the Works and handover to the Employer.

12) The Contractor shall maintain complete records of duties, other taxes and levies etc. payable to various authorities in relation to the Works and submit the receipts/records for verification as and when demanded in writing by the Employer.

13) Any increase in CGST & SGST shall not be paid in the extended period of Contract for which the Contractor alone is responsible for delay as determined by the Engineer while granting the Extension of Time. However, this shall not be applicable for "Variations".

14) UNPRICED ITEMS: Items against which no rate or sum is entered in the Bill of Quantities, whether quantities are stated or not shall be regarded as covered by other rates in the Pricing document. The Tenderer shall take regard of the actual site conditions and the items entered in the Bill of Quantities. The Tenderer shall price his Tender accordingly and the Percentage quoted (Above / Below / At par) in the BOQ shall be full and only price paid for all work performed against that item except as described in the Tender Documents.

15) BMRCL will consider the prices quoted in the pricing document for evaluation of Tender only.

--- XXX ---